Supreme Court, U.S.
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In The

Supreme Court of the United States

Yvonne Liebel; The Alliance Foundation, Inc.; Alliance Capital, Inc.; Alliance International Development Corporation; DTL-USA, Inc.; and General Homes, Inc., (The "Alliance Entities"),

Petitioners,

v.

Visiting Nurse Association of Ridgefield, Inc.; Thomas F. Reynolds; Joyce Ligi; Helena Nicholas; Washington Mutual Bank, F.A.; Sandy McArthur; Paul Rossitto; Rene Heinecke; Eugene Grant, Esq.; Robert Nagro; Richard Solomon; Ridgefield Bank; Weil, Gotshal and Manges, LLP; Bridge to Brotherhood, Inc.; Mark Hoeing, Esq.; David Stone, Esq.; Ira Millstein, Esq.; Marvin Jacob, Esq.; Reynolds and Rowella, LLP., PricewaterhouseCoopers, LLP/Kesselman;

Respondents.

On Petition For Writ Of Certiorari
To State of Connecticut Supreme Court Chief Justice

PETITION FOR WRIT OF CERTIORARI Vol. I of III

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269 pp

QUESTIONS PRESENTED

I Does Connecticut General Statute Section 51-88a, violate a corporation and its creator's civil/constitutional rights to free speech, access to the courts, fair representation, and due process of law when it denies a corporation pro se appearance by its appointed agent and/or creator, who may not be an attorney?

II Should the Connecticut Chief Justice Order denying direct appeal to the Supreme Court pursuant to C.G.S. Section 52-265a, on civil/constitutional rights violations, be overturned, especially, when said Order and subsequent orders stem from Court procedural error, causing the transfer of appeals to Appellate Court where interlocutory appeals are seldom Granted, thereby dismissing the appeals?

This is the second Petition for Writ of Certiorari filed by the Petitioners in these matters with regard to due process violations. From 1997 to date the Petitioner corporations are unable to obtain zealous counsel to prosecute and defend their claims, forcing Petitioner Yvonne Liebel, their Founder and CEO, who is not an attorney, to retain and dismiss attorneys who's representation was adverse to the corporations, and finally to appear on their behalf. This put the corporations' claims at risk of dismissal by the Connecticut Courts that bar a non-attorney from representing his/hers corporation pursuant to C.G.S.A Section 51-88a. Subsequently, the corporations were left with the choice of either be misrepresented by counsel or have their claims dismissed. C.G.S.A. Section 51-88a, repeatedly violated the corporations' and their founder's constitutional rights, creating a major roadblock in their litigation.

PARTIES TO THE PROCEEDINGS

Plaintiffs /Petitioners

Yvonne Liebel, Petitioner, is an individual and has no corporate affiliation; **The Alliance Foundation, Inc.,** a Connecticut 501 (c)(3) non-stock corporation; **Alliance Capital, Inc.,** a Connecticut corporation with no parent or publicly held company; **General Homes, Inc.** a Connecticut corporation with no parent or publicly held company; **Alliance International Development Corp.,** a Connecticut corporation with no parent or publicly held company; **DTL-USA, Inc.,** a Connecticut Corporation with no parent or publicly held company.

Defendants/Respondents

The Visiting Nurse Association of Ridgefield, Inc., a Connecticut 501(c)(3) non-stock corporation; **Thomas F. Reynolds, Joyce Ligi, Helena Nicholas,** individuals and have no corporate affiliations; **Eugene Grant, Esq.,** an individual and has no corporate affiliation ; **Robert Nagro,** an individual and has no corporate affiliation; **Richard Solomon,** an individual and has no corporate affiliation; **Ridgefield Bank,** a Connecticut corporation, a commercial bank with no parent or publicly held company; **Weil, Gotshal and Manges, LLP,** a New York limited Liability Partnership; **Mark Hoeing, Esq.,** an individual and has no corporate affiliation; **David Stone, Esq.,** an individual and has no corporate affiliation; **Bridge to Brotherhood, Inc.,** a New York 501(c)(3) non stock corporation; **Ira Millstein, Esq.,** an individual and has no corporate affiliation; **Marvin Jacob, Esq.,** an individual and has no corporate affiliation; **Reynolds and Rowella, LLP.** a Connecticut , Limited Liability Partnership; **PricewaterhouseCoopers, LLP/Kesselman & Kesselman,** a Delaware Limited Liability Partnership.

(Note: Petitioners are not certain of the designations following each name, unable to do the necessary research).

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ORDERS BELOW

The Connecticut Chief Justice Order denying the Defendant/Petitioner, The Alliance Foundation, Inc., a direct appeal to the Connecticut Supreme Court pursuant to C.G.S. Section 52-265a in the case of The Visiting Nurse Association of Ridgefield, Inc. VS. The Alliance Foundation, Inc., No. S. C. 16718, including all subsequent decisions in the Connecticut Trial/Appellate/Supreme Courts, in this and in related matters, as set forth below and in Appendix hereto (App. A at Page 1a) (Subsequent Orders App. A1-A67 at Page 3a);

The Connecticut Supreme Court Chief Clerk Orders applying the Chief Justice Order in above action to five other related amended appeals that have not been decided by the Chief Justice (App. A1-A5 at page 3a), and transferring all six appeals to the Appellate Court in the cases of: The Alliance Foundation, Inc. et al. V. Eugene Grant et al. No. S. C. 16722; DTL-USA, Inc. and Yvonne Liebel V. Ridgefield Bank No. S. C 16717; Eugene M. Grant V. The Alliance Foundation, Inc. No. S. C. 16723; Eugene M. Grant V. Alliance Capital, Inc. No. S. C. 16721; Eugene M. Grant V. Alliance Capital, Inc. No. S. C. 16719, as set forth in Appendix hereto (App. A6-A11 at Page 11a);

The Connecticut Justice David M. Borden, Acting as Chief Justice, Order, denying Application for Certification to the Supreme Court Pursuant to General Statute Section 51-199(9) 52-265a; and/or 51-199(2) and/or 51-199(11) in all above cases and in the case of: Rene Heinecke V. Yvonne Liebel No. DBD CV98-0333546S, as set forth in the Appendix hereto (App. A58 at Page 75a).

The Connecticut Appellate Court Order dismissing the Plaintiffs' appeal for lack of final judgment and pursuant to C.G.S.A Section 51-88a in the matter of DTL-USA, Inc. and Yvonne Liebel vs. Ridgefield Bank AC 22892 (S.C 16717) as set forth below and in Appendix hereto (App. A at Page 93a)

BASIS FOR JURISDICTION

The Order of the Chief Justice was entered on April 3, 2002 on the basis of Court procedural error violating Section 63-3 (Filing Appeal in General) and Section 63-4 (Additional Papers to be Filed by Appellant) of Connecticut Rules of Appellate Procedure, and violating litigants' due process and other constitutional rights ; and all subsequent orders in the Connecticut Courts from April 3, 2002 to the date of the filing of this Petition for Writ of Certiorari, that stem from said Chief Justice Order;

The Orders of the Supreme Court applying said Chief Justice denial to related cases and transferring all appeals to the Appellate Court where interlocutory appeals are seldom granted, was entered on April 5, 2002;

The Order of the Acting Chief Justice denying Certification to the Supreme Court in all actions, on matters of litigants' due process and other constitutional right violations, was entered on May 22, 2002.

The Order of the Appellate Court dismissing appeal to the Supreme/Appellate Court for lack of final judgment and pursuant to C.G.S.A Section 51-88a was entered June 5, 2002

This petition for writ of certiorari is filed within ninety days from that date. 28 U.S.C. Section 2101 (c). The jurisdiction of this Court is invoked under 28 U.S.C. Section 1257.

STATUTORY PROVISIONS INVOLVED

(App. B at Page 97a)

The First Amendment of the United States Constitution
(Freedom of Speech);

The Sixth Amendment of the United States Constitution
(The Right to Fair representation);

The Fourteenth Amendment of the United States Constitution
(Due Process of Law and Equal Protection of the Law)

Connecticut Rules Of Appellate Procedure:

Section 63-3. Filing Appeal in General
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Connecticut General Statute Section 51-88 (a).
Practice of law by persons not attorneys

Connecticut General Statute Section 51-88 (d)(2).
Practice of law by persons not attorneys

Connecticut General Statute Section 51-15
Attorney or other, appearing for corporations in small claims courts

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Municipal corporations may sue and be sued

P.B. Section "Client-Lawyer relationships"

The Connecticut Superior Court Rules-Civil Matters Rule 23-14, governing the Complex Litigation Docket:

VOL. I

STATEMENT OF CASE

Ode to the Defendants/Respondents

They took away so cleverly, her mission and inventions, mocking years of faith and trust in cruel conspiracy to silence, to leave her searching endlessly as mother for her child. They took away her documents, her photos and her tapes, to wipe away all memory, erase the chance to prove her case,

As they were many, she was one;

They held their secret ex-parte to justify their plotted deeds, leaving Judges deaf to her, her pleadings, to her creed. They transferred her from here to there, denied her counsel and her fair, delayed proceedings everywhere; they schemed and spun convincing tales, and with efficient rumor cells, destroyed her name, her fame, her family, and all she loved was game,

As they were many, she was one;

They poisoned her air, contaminated her well, they tampered with communications and her mail, to cause to abandon her home and land like the vagabond in cities grand. They cut her livelihood and squandered her funds, diminishing her credit and possessions; and like the vultures on their prey, prepared to pounce with aggression. They took away her poems book, with writings for eternity, her license and her passport books, to strip her of identity,

As they were many, she was one;

They shocked, and bribed and threatened her alliances, so no one dared extend a hand, to isolate, to segregate, to separate, to... fumigate. And some day, in cowardice, when it is just appropriate, they'll pierce her body with a bullet, to help secure their final gate,

As they are many, she is one;

But as she's laid to rest in old Belle Reve, there, under the Willow tree, by the Norwalk river pond the Heron likes to grace, they will know they couldn't take, her gift, her soul, her vision's peace; take back what's history,

As truth, forever and eternally, shall always make Majority!

/S/Petitioner, Yvonne Liebel
Founder, CEO and representative of:
The Alliance Foundation, Inc.; Alliance Capital, Inc.
Alliance International, Development Corp.
DTL-USA, Inc.; General Homes, Inc.

This Ode is dedicated to fallen heroes, the late Prime Minister, Yitzhak Rabin, and the late President, Annuar Saadat, who dared to change their paradigm; To a great U.S. president, President Ronald Reagan, whose common man's strength and vision crumbled The Wall; To my parents Reuven and Rina Hazon, who suffer ever so greatly in my private war for peace and whose love I shall cherish for eternity; To my beloved, Jason, the future's promise.

The following is the Petitioner, Yvonne Liebel's, brief summary of her life story as an immigrant to the United States of America, and the story of her corporations, as it is relevant to the Questions raised in this Petition and will provide the Court with the necessary backdrop, the spirit in which this document is written, and why it is critical to grant this cert, for the Petitioners and for America.

The Petitioner, a naturalized citizen who was three months old when her young Jewish parents immigrated from Iraq to Israel in 1950, shortly after the birth of the State. Throughout her childhood and teens she vividly dreamt about Israel's parent nation,

the United States of America. Her impressions and affections for "America" as it is called in Israel, were built over years by many influences: By the subtitled American movies she spent her measly allowances on (she loved the sound of the English language and mimicked it until she could learn it); Her impressions and affections for the U.S. were further solidified by the daily newspapers, radio and TV broadcasts demonstrating the U.S. resolve to stand by her young, brave, and war torn nation; And by America's righteous principles of justice, transcending race, religion and gender. At 13, she cried inconsolably when the late president, John F. Kennedy, was shot, as though she had lost a member of her immediate family. America gave her a sense of security and hope for fulfillment of her dreams and the dreams of her nation.

She loved Bialik, but equally loved Robert Frost. She loved her country but, oh, she so longed to go to America some day to explore her visions and make them a reality, and there was so much to explore, both internally and out there. At seventeen and a half she graduated from Jerusalem's Rubin Academy of Music. At 18 she joined the Israeli armed Forces (mandatory in Israel). At 20 she made it to the U.S.A., against all odds to great opposition and boycott. Her journey to America and the next 30 years on its soil, were fraught with overwhelming challenges, discoveries, struggles, accomplishments, and tears in pursuit of the great unknown: finding and fulfilling her life's mission.

At 40, in her beloved State of Connecticut, at the town of Ridgefield, she finally found her calling. But more importantly, she found the method by which to implement her vision. Culminating her personal ideology, her knowledge of the investment/banking fields, and her unique experiences in business and philanthropy, garnered during her life's journey, in 1990 she gave birth to The Alliance Foundation, Inc., a 501(c)(3) Connecticut public charitable organization ("Alliance" or "Foundation"). Two years later, she established Alliance Capital, Inc. and Alliance International Development Corp., and with her existing corporation, General

Homes, Inc., these Connecticut corporations were intended to become the for-profit-arms for the Foundation, to help insure its survival and the attainment of its charitable objectives.

Alliance was dedicated to world peace through economic development and cooperation. It was built on the proposition that the growth of small companies in developing societies could build bridges between people and nations." From where she stood there were no borders. Alliance' mission was fluid and evolving, designed to give voice to the silent many, who just like her, sought life, liberty and the pursuit of happiness but were too weak to make her journey, forever sentenced to be stripped of their dignity and the right to realize their dreams, and destined to live in poverty and war with hopelessness and disbelief in the future. She sold her home to finance her mission.

At 47, unexpectedly, she was becoming a first time litigant in the U.S. Judicial System, unprepared, without a law license and deprived of zealous counsel to represent her claims (App. D4 at Page 139a "The Alliance Attorney Saga"; and App. H "First Petition for Writ of Certiorari" at Page 354a) She was fighting for her survival and the survival of her corporations, fraudulently and covertly supplanted by her trusted pro bono law firm and their moles within her operation causing its destruction (App. H.)

At 50, after almost four years of a futile uphill battle to obtain zealous counsel to defend her and her corporations' claims caused by the law firm's omnipotent influence; and being denied assistance by the Connecticut Courts to obtain such Counsel; and being denied by the Connecticut Courts the right to represent her corporations, leaving their claims subject to dismissal; she wrote her first Petition for Writ of Certiorari to the United States Supreme Court. With trembling hands, tears and awe, closely following the complex rules in the sample booklet provided by the Court, she described to the world's highest Court her trials and tribulations while weighing every word a 'hundred times' to great pain, in an

effort not to misrepresent and to live up to the level of professionalism worthy of the Court. Although in November 2001, her Petition was denied, the case was transferred from the Stamford Superior Court Complex Litigation Docket at Stamford, Connecticut, where her Constitutional rights and the rights of her corporations were violated, to the Waterbury Superior Court Complex Litigation Docket at Waterbury, Connecticut.

Now, a year later, at 51, she is writing her second Petition for Writ of Certiorari. She prays that the accurate telling of the trauma she endured in the past year by the Connecticut Courts, compounding two prior years; accompanied by an account of the legal proceedings; and Appendixes containing Court Orders and her voluminous pleadings in the seven related matters (App. C at Page 102a, "Matters before the Court") in her quest for permission to represent her corporations, or in the alternative get the Court to intervene; will make a compelling argument on behalf of her corporations and all corporations forced to retain attorneys they can't afford; and/or attorneys who may misrepresent their claims (intentionally or unintentionally); and/or attorneys against their will, for any reason unique to them; or in the alternative, forego their claims, as they are not allowed to be represented by their appointed agents, who may not be attorneys, to the detriment of their claims and their constitutional rights, and to the detriment of their creators' claims and their constitutional rights.

In spite of the continuous denials to represent her corporations causing irreparable damage to her litigation, and the heavy toll they took on her spirit as they rocked and shocked and tumbled her entire belief system, this Petitioner was prepared to once again make the awesome and painful journey to the United States Supreme Court, as the rights to free speech, fair representation, access to the courts, and due process of law, could not, under any circumstances, be negotiated or compromised! As each generation has the supreme responsibility to defend the Constitution anew, in respect to its four fathers and in defense of its

children. These constitutional rights are the essence of this nation. These constitutional rights are the essence of her private struggle and pilgrimage. From here, The Alliance Foundation, Inc. and its related corporations have nowhere else to go. From here, she has nowhere else to go.

Throughout her life's journey, the Petitioner endured. She was proud of her strength, she was proud of her ability to face challenges head on. However, throughout this conflict she is experiencing betrayal and loss in proportions she hasn't yet begun to fathom nor process. This new challenge, however, is one of a different sort. If the United States Supreme Court denies her voice through her corporations, especially after the intent demonstrated by the Connecticut Courts in their May 22, 2002 Orders (App. A41 at Page 57a- 78a) and (App. A64 at Page 93a) and other orders, there shall be nothing to hold onto anymore. Without her voice, there will be nothing left worth fighting for. This would be the ultimate betrayal. The Alliance Foundation, Inc. is an integral, inseparable, extension of herself. It is who she was, is, and will be. It is her alter ego. Without her voice there will be no one to defend its rights and vision. Without her voice Alliance shall die, her lifelong mission shall die. Without the mission, a public charitable organization intended to realize a goal for humanity, shall die. Without the opportunity to realize a goal for humanity, the essence of all life has been diminished. The essence of her life has been diminished!

In his poem "The Road Not Taken" Robert Frost talked about "two roads diverged in a yellow wood" and dared his readers to take the road less traveled by. As an admirer of his writings since her teens, the Petitioner, made life choices that, in retrospect, took the Poet's writings literally:

As the first daughter of extremely conservative parents in Jerusalem of the 70's she dared to come to America, against great opposition and boycott – and proved that it was good. Today, most

of her immediate family is in the United States (although dozens of family members still live in Israel);

As a loving daughter of the State of Israel and a compassionate supporter of her Jewish roots, she dared to marry outside her faith, against great opposition and boycott- and proved that it was good. It allowed her family and friends on both sides of the equation to step out of their cocoons, and embrace the different, in a world that eventually must learn this art or vanish;

As a loving mother to her son, Jason, she dared to raise him in two faiths and three languages and nationalities, against great opposition and boycott – and proved that it was good. At the age of five when asked:" So what are you?" he replied with conviction: "I'm 50% Israeli, 50% Swedish and 100% American!" Today he is an accomplished young American, free of prejudice, with broad perspective, understanding, and compassion for the world;

As a committed idealist to her mission of peace, she dared to challenge the tax experts at her law firm of Weil, Gotshal and Manges, LLP and PricewaterhouseCoopers that the great bodies of Investment and Philanthropy could be merged without jeopardizing the tax code, against great opposition and boycott – and proved that it was good. The IRS approved two breakthrough Private-Letter-Tax-Rulings for the Alliance Foundation, Inc. The first, acknowledging it as a public charity and the second, allowing it to finance substantial Philanthropic endeavors through investment vehicles (i.e. Private Placement Memorandums, IPO's, etc.), benefiting the economically deprived; charitable/academic organizations; business and investment communities; as well as Government; (The problem with this accomplishment, however, it's significance put to test the Respondents' human frailties leading to this conflict);

As a loving daughter of her "America", she is now pleading before this Court to allow her to represent her corporations, as she

will no longer relinquish their representation to any counsel - and she will prove that this too shall be good. There is no doubt in this Petitioner's mind that a corporation that can afford and can find competent zealous counsel to prosecute and defend it claims, will prefer to retain such counsel to best protect its interests. However, for those corporations unable or unwilling to obtain such counsel for a host of reasons that are unique to them, they must be given the freedom of choice, to be represented by their appointed agents, who may not be attorneys, as so eloquently stated in Connecticut General Statute Section 52-73, for Municipal Corporations: " **Towns, societies, communities and corporations may prosecute and defend civil actions, may appoint agents to appear in their behalf and may employ attorneys in such actions." (*1949 Rev. Section 7794; 1959, P.A.152, section 74.*)**, contrary to what Connecticut Courts have been citing, preventing her from representing the Corporations: Connecticut General Statute Section 51-88(a): "**A person who has not been admitted as an attorney under the provisions of section 51-80 shall not: (1) Practice law or appear as an attorney-at-law for another, in any court of record in this state...",**

Connecticut General Statute Section 51-88a, presupposes:

1. That a corporation is "another" and not an extension of the individual that gave it life, purpose, support system, and a destination to reach. The Connecticut Courts ignore the fact that a corporation, especially a charitable one, is a living, breathing entity, representing its creator's ideology, dreams and aspirations. Oh no, a corporation is not simply "Another", a corporation and its creator are intertwined, mind and soul. They are one and the same; and that
2. In all circumstances the relation of an attorney to his client is one of " pre- allegiance, a conspicuous degree of faithfulness and disinterestedness, absolute integrity and utter renunciation of every personal advantage conflicting in any way directly or indirectly with the interests of his client...", according to an interpretation of the statute in *State Bar Ass'n of Conn. V. Connecticut Bank & Trust Co.*

(1958) 140 A.2d 863, 145 Conn.222. In cases where this presupposition is not applicable, as overwhelmingly evident to the contrary in these Petitioners' case(s), applying this statute by forcing a corporation to retain counsel against its interests and will, or else forfeit its claims, is an abuse of power, is contrary to the spirit of the law and an egregious violation of its constitutional rights and the rights of its creator; and that,

3. A corporation is only "an artificial creation", *State Bar Ass'n of Conn. V. Connecticut Bank & Trust Co. (1958) 140 A.2d 863, 145 Conn.222.* This Petitioner respectfully disagrees with this assessment. There is nothing "artificial" about The Alliance Foundation, Inc. or the corporations created to insure its future. The words "artificial creation" focus on the corporation as a vehicle or a tool, but fail to go beyond the format and into its content, into what a corporation truly is; a world of ideas and intended goals and purposes, an expression and the vision of its creator.

Therefore, it is only just, that like people who enjoy the choice to retain counsel or to appear pro se, a corporation deserves that same right in keeping with the rights of its creator. As it has been demonstrated herein, a corporation is an EXTENSION OF A PERSON, not a mere "artificial creation" as interpreters of Connecticut General Statute Section 51-88a would like us to believe. Connecticut General Statute Section 52-73 clearly acknowledges and respects these rights for Municipal Corporations by making a distinguishable difference between Agents and Lawyers to insure that a corporation retains the choice to appoint an agent to prosecute and defend its claims, who may not be an attorney, while it may also, if it chooses, employ an attorney to appear on its behalf. Connecticut General Statute Section 51-88a discriminates against a corporation and treats it with inferiority as some "artificial creation", unlike how a corporation is generally treated by the law, as a person, as an entity onto itself. Section 51-88a puts at risk due process of law, freedom of speech, access to the courts and the right to fair representation by depriving a corporation and its creator the freedom of choice. Further, by violating corporations' constitutional

rights, Connecticut General Statute 51-88a, clearly violates their creator's constitutional rights. Therefore Connecticut General Statute 51-88a is unconstitutional for both corporations and the individuals who caused them into being.

In this context a conflict exists between Connecticut General Statute Section 51-88a and Connecticut General Statute Section 51-88 (d)(2), where this section provides "(T)he provisions of this section shall not be construed...as prohibiting any person from practicing law or pleading at the bar of any court of this state in his own cause." Clearly, 51-88a, deprives the Petitioner, Yvonne Liebel, from pleading at the bar in "...in her own cause". Further, in the State of Connecticut corporations appear regularly in the small claims division, represented by an officer or employee, and Section 51-15 of the General Statues provides for the commencement of such actions by an attorney or other person.

In addition, the Connecticut Courts ignored the countless pleadings filed by the Petitioners, requesting the Courts' intervention in securing zealous counsel for the corporations as they were unable to retain such counsel (App. B at Page 101a: Rule 1.2); and that after five years in pursuit of counsel and significant expenditures they could no longer afford one, and were left with no alternative, short of waiving their claims, but to let Petitioner Yvonne Liebel, act and appear on their behalf, as she has done, directly and indirectly, from the outset of this litigation, (App. H, (App. C6.)

In spite of the Respondents' significant influence (Some filed their appearance months after the Court order; non filed answers to the complaints filed in early 2000); In spite of the partial transfer of the cases from the Danbury Superior Court to Stamford Superior Court to Waterbury Superior Court in Connecticut causing hardship, confusion, delays, error, and appeals; The lack of action on properly filed motions to consolidate; Docket sheets, transcripts, and Court Orders (listing attorneys that no longer represent the

actions) that didn't reflect the true state of the files; Lack of articulation with most orders leaving the Petitioner perplexed; Petitioner, Yvonne Liebel remained steadfast and effective advocate for the corporations and has at all times conducted herself with dignity and respect to the Court. On April 22, 2002, however, Petitioner, Yvonne Liebel refused to participate in a trial hearing ordered by the Danbury Superior Court in the "eviction matter" with a dismissed counsel representing the Foundation by Court order. She filed a protest against the hearing as being unconstitutional.

In addition, the Connecticut Appellate Court placed on its May/June, 2002, Calendar, a hearing in the "Bank Matter" listing Attorney Joyce M. Morin as counsel for the corporate plaintiff, DTL-USA, Inc. requesting that she argues the issue of C. G. S. A Section 51-88a before the Court (App. A63 at Page 91a). Not withstanding that Attorney Morin resigned from representation of all Petitioners in June of 2001, as described in the first Petition, and that her resignation was approved by the Petitioner and the Court in November of 2001 (Hon. Sheldon J.) Waterbury CLD, and that Attorney Morin had no contact with the Petitioner since June 2001; And not withstanding that even when Attorney Morin represented the Petitioners, her most significant contribution was to edit the Petitioner Yvonne Liebel's English in pleadings and sign the documents (App. H (App. C6, App. D1); And not withstanding that in the "Bank Matter", Petitioner Yvonne Liebel is one of two Plaintiffs, and a party to the action; That she filed the appeal to the Connecticut Supreme Court, on behalf of herself and the corporation DTL-USA, Inc., under Section 52-265a, permitting appeals from non-final decisions; The Court dismissed the appeal for her signing it and for being interlocutory. The Court also issued an order on May 22, 2002, approx. 10 days prior to the hearing, denying the motion to consolidate this matter with related matters, prohibiting Petitioner Yvonne Liebel "from filing any appeals with this court on behalf of any corporate entity", making the hearing moot on the issue of her representing the corporations, therefore

Petitioner, Yvonne Liebel did not attend the hearing. The Order the Court issued the following day stated that the Court rulings were rendered after the Court heard the matter, giving the appearance of propriety of a hearing with all parties in attendance (APP.A64 at Page 93a). When the Court puts form and procedure before substance and the intent and welfare of its pro se litigants, it is contrary to the spirit of the law and to justice in the United States of America.)

Taking into consideration all the above circumstances and still enforcing Connecticut General Statute 51-88a, which deprives the Petitioners corporations the right to be represented by Yvonne Liebel, is unjust and contrary to the values of this nation. According to Jewish teachings, 'the life of one person equals the whole world'. In that vein, one person without a voice is a world without a voice; one corporation without a voice is a world of corporations and their creators without a voice. It is possible that the State of Connecticut has other considerations when it stringently enforces section 51-88a of the Connecticut General Statutes. However, no consideration, whatsoever, is worth the price of losing the right to free speech, access to the courts and due process of law. It puts at risk the Constitution of the United States of America. It puts at risk the constitution of the united states of the world.

The Visiting Nurse Association of Ridgefield, Inc. Vs. The Alliance Foundation, Inc."(The "Eviction Matter" Case #6), the subject matter of this Petition for Writ of Certiorari, is a perfect microcosm of all related actions presented in this Petition, and a perfect microcosm of all the reasons why a corporation should be given the right to appoint a representative of its choice, just as any Person would have that right, in preservation of its constitutional rights and the constitutional rights of its creator, and the grim outcome to adjudication results when this right is withheld.

The Petitioners have been subleasing second floor space from the Visiting Nurse Association of Ridgefield, Inc. (VNA) since

1996, for which they initially spent substantial funds on space improvements. Helena Nicholas is President of the VNA; Thomas F. Reynolds of Reynolds and Rowella LLP is one of two board members of the VNA; and Joyce Ligi of Ridgefield Bank is the second board member of the VNA. Thomas F. Reynolds is also on the board of directors of the Ridgefield Bank. Both Reynolds and Rowella LLP and the Ridgefield Bank are defendants in the "lead action"(App. C at Page 102a). The Ridgefield Bank is also a defendant in a separate action (App. C at Page 110a, the "Bank Matter" and (App. H)) Reynolds and Rowella, LLP were the Petitioners' CPA firm for approx. 12 years and the Ridgefield Bank was their financial institution for approx. the same period.

The morning after the Third Amended Complaint was filed in the "lead action", naming Reynolds and Rowella, LLP as defendant, on October 25, 2000, Petitioner, Yvonne Liebel was called by the landlord to open the office due to water damage below. The call and the timing was suspect, so Petitioner, Yvonne Liebel called an investigator to join her. The investigator pointed out that the offices were broken into very recently, specifically their accounting and financial office which was also flooded, appearing to be due to a burst radiator. (App. H (App. D23).) Following the break in, the Petitioners seldom used their offices but they maintained them and paid the rent for several months thereafter, due to the ongoing litigation and with the purpose of reactivating them. However, as a result of the damage caused to the Petitioners by the VNA board members (App. G at Page 352a, "Thomas F. Reynolds, CPA, Affidavit"), these vibrant entities in 1996 were broken down in 2001, unable to pay their rent.

On August 22, 2001, the Petitioner, Yvonne Liebel, met and agreed with the VNA president, Respondent, Helena Nicholas to temporarily amend downward the rent payments on their lease from $2400.00 to $250.00 per month, until the Petitioner, Yvonne Liebel secured a loan from Washington Mutual, her mortgage lender, at which time she would bring the Foundation current. They

also agreed to extend the lease by one year and review the overall situation with the lawsuits at that time. Petitioner, Yvonne Liebel, informed the Respondent, Helena Nicholas and her Assistant, Roberta Thomas, that she was going to spend a couple of months in California with her father who had suffered a stroke. She provided them with her address and phone numbers in California. And per their amended agreement (App. D1 at Page 123a) "VNA Amended Agreement"), Petitioner paid by personal check a $5000.00, good-faith deposit dated August 22, 2002 on behalf of Alliane. Also, prior to and through August, Petitioner, Yvonne Liebel, was negotiating with her lender to increase the mortgage on her home. At the closing, Petitioner was handed a copy of the appraisal report and the note. After careful reading at home, Petitioner realized that the appraisal was substantially lower than market value and the amortization of the loan was on the basis of 30 years vs. 40 years, which substantially increased the monthly payment on her jumbo loan. She faxed the lender a request to amend the amount and the amortization factor per their agreement, but the lender declined and Petitioner canceled the transaction. Petitioner planned to take up the matter with the lender's legal department, also due to its inappropriate title to her property.

In anticipation of being preoccupied with her father for several more months, on October 5, 2001, Petitioner sent to the VNA a personal check for $1000.00/ Manufacturers Bank check #121 covering the rent for the months of September, October, November and December 2001, as so stated on the check. The VNA cashed both the $5,000.00 and the $1,000.00 (October 11, 2002) checks. On December 27, 2001, Petitioner, Yvonne Liebel temporarily returned home to Ridgefield to assist her son to organize for a new university semester out-of-state. To her shock and disbelief she discovered on her residence' door a Notice To Quit by the VNA for non-payment of rent for the months of September, October, November and December 2001, returnable January 29, 2002 (App. D2 at Page 125a, "Notice to Quit") No one from the VNA contacted her in California prior to the Notice. Petitioner, Yvonne Liebel called Respondent,

Helena Nicholas and asked her to withdraw this fraudulent Notice to Quit, otherwise she would be forced to defend The Alliance Foundation, Inc. and bring the VNA and Ms. Nicholas into the more expanded litigation. Respondent Helena Nicholas refused to withdraw (At the summary process trial hearing on April 22, 2002, at the Danbury Superior Court Housing Session, Respondent Helena Nicholas stated that the VNA's board of directors instructed her to file this eviction (the Defendants in the lead action). She also admitted to the Amended Letter Agreement and to receiving and cashing the $5,000 and $1,000 checks. On January 24, 2002, Petitioner Yvonne Liebel, filed an Appearance on behalf of The Alliance Foundation, Inc. and a Motion to Consolidate the "eviction matter" with the "lead action(s)" pending at the Waterbury Superior Court Complex Litigation Docket (WCLD); and the "Bank matter" pending at the Danbury Superior Court at Danbury, with Memorandum of Law in support of the Motion (App. D3 at Page 126a, "Motion to Consolidate".)

On January 28, 2002, the Court returned the Petitioners' documents, stating that Petitioner, Yvonne Liebel, could not represent the Defendant because a. she was not an attorney, and b. she was not a party to the action, and had to retain a Connecticut counsel by no later than two days after the return date, or January 31, 2002 (Hon. White, J.) On January 29, 2002, Petitioner, Yvonne Liebel filed a letter to the Court, an Affidavit, and copies of the Appearance and Motion to Consolidate with Memorandum, asking the Court's permission to represent the Petitioner, The Alliance Foundation, Inc., as it could not retain counsel or afford one; and that although she was not a named defendant, she was an interested party due to her substantial investment in Alliance; that if the Court consolidated the matters, she would become party to the action, as the matters involved common parties, stemmed from the same controversy; and consolidation would assist in determining all issues (App. D4 at Page 134a, "Request to Represent") On January 30, 2002, the Court (Hon. White J.) sustained the Landlord's Objection to the Petitioner's Motion to Consolidate, although the

Court did not acknowledge the Petitioner's motion, as she was not an attorney (App. A 59 at Page 79a "Docket Sheets"). On February 5, 2002, the Court (Hon. White J.) denied Petitioner, Yvonne Liebel's request to represent the Defendant and entered a Judgment against the Defendant, ordering the Defendant to obtain Counsel by February 13, 2002;

On February 8, 2002, the Petitioner, Yvonne Liebel, retained Attorney John R. Williams for The Alliance Foundation, Inc. who filed an Appearance and a Motion to Reopen Judgment (an automatic grant) and the Motion to Consolidate (a duplicate of what Petitioner, Yvonne Liebel filed). Petitioner Yvonne Liebel had to pay Attorney Williams $15,000 retainer, from borrowed personal funds on behalf of The Alliance Foundation, Inc. (App. D5 at Page 169a, "Retainer"); On February 18, 2002, Petitioner, Yvonne Liebel filed with the Court a "Motion for Joinder of New Defendant" (App. D6 at Page 170a, "Motion for Joinder") requesting that the Court joins her as a defendant to the action as she has vested interest in the case (should be an automatic grant). On March 4, 2002, at a hearing, the Court (Hon. Ginnochio, J.) denied the Motion to Consolidate and the Motion for Joinder of New Defendant, keeping Petitioner, Yvonne Liebel out of the case. Also on March 4, 2002, Petitioner filed a Motion for Permission to File Third Party Complaint and Memorandum of Law against Respondents: Helena Nicholas, Thomas Reynolds and Joyce Ligi. On March 25, 2002, the motion was denied (Hon. Ginnochio, J.)

Although on March 5, 2002, Attorney John Williams filed an appeal to the Appellate Court, appealing the Court (Hon. Ginnochio, J.) March 4, 2002, decisions, citing that the Court denied Petitioner, Yvonne Liebel access to the Courts and due process of law; and on March 8, 2002, he Amended the appeal to include Yvonne Liebel as a party to the appeal, every service he provided entailed coaxing and pleading at outrageous costs from the outset of their relationship. By now Petitioner, Yvonne Liebel was an "expert" in reading such conduct and knowledgeable enough in

Connecticut law and procedure to detect when an attorney withheld or misrepresented information. On March 13, 2002, Attorney Williams was dismissed. On March 14, 2002, the Petitioners informed the Court of Attorney Williams dismissal. (App. D7 at 182a, "Dismissal") On March 15, 2002, Attorney Williams filed a Motion to Withdraw pursuant to a Practice Book Section 3-10 referring to an attorney resigning voluntarily requiring a 10 days notice to client. Since Attorney Williams was dismissed, he backdated a notice to March 5, 2002, to comply with this inappropriate section. Petitioners informed the Court immediately and requested that Attorney Williams amend his Motion to section 3-9a, requiring no court approval. Attorney Williams did not amend his motion and the Court (Hon. Ginnochio, J.) scheduled a hearing on the Motion to Withdraw for March 25, 2002.On March 18, 2002, the Court denied the Petitioners' motion for Stay of Execution.

On March 20, 2002, the Petitioner, Yvonne Liebel faxed and mailed to the Danbury Superior Court and to the Waterbury (CLD), a Consolidated Appeal-Civil Form seeking direct appeal to the Supreme Court under C.G.S.A Sec. 52-265a (permitting appeals from non-final decisions) in matters (1-6), on behalf of herself and the corporations. They appealed the Danbury Superior Court (Hon. Ginocchio, J.) decision denying the Alliance Entities' Motion for Stay of Execution and the Waterbury CLD (Hon. Sheldon, J.) March 12, 2002 decisions denying their Motion to Appear, (App. A30 at Page 36a) and a Motion for Joinder as a Defendant in the "3 Grant matters" (App. A31 at Page 38a), citing denial of First Amendment rights and due process of law. The filing of the single consolidated appeal was rejected by the Danbury and Waterbury Court Clerks stating that the cases were not yet consolidated in the lower courts, ordering Petitioners to file separate appeals and pay separate filing fees for each of the six actions (App. D8 at Page 195a, "Order for Separate Appeals") On March 24, 2002, the Petitioners Express-Mailed six individual Amended Appeal-Civil Forms with 5 checks totaling $1,250.00 to both Courts dated March 26, 2002. The Petitioners mailed the Danbury Court a fee for the "Bank matter"

but not for the "eviction matter", as there already was a pending appeal in the Appellate Court. The Danbury Superior Court, however, only accepted the Appeal on behalf of the "Bank matter" but rejected the "eviction matter" requesting an additional fee for filing a new appeal.

On March 25, 2002, the Danbury Superior Court (Hon. Ginnochio, J.) denied Attorney John R. Williams' motion to withdraw appearance and the Court set a trial date for April 22, 2002, forcing the Petitioners to be represented by Attorney Williams who was dismissed on March 13, 2002. Petitioner, Yvonne Liebel was in a complete and utter shock. On March 27, 2002, she Express-Mailed to the Danbury Clerk an Appeal-Civil Form for a new and separate direct appeal to the Supreme Court under C.G.S.A 52-265a appealing the Court (Hon. Ginnochio, J.) March 25, 2002 decisions: denying Attorney Williams Motion to Withdraw Appearance; the Motion to file Third Party Complaint, and subsequent decisions (as proceeding continued in spite of the appeal) with a $250.00 fee. Up to that point, Attorney Williams was paid in full, $7711.00. Petitioner, Yvonne Liebel, however, refused to pay him for his representation after his dismissal, nor appear in any of his court hearings. Between March 25, 2002 and April 22, 2002, Petitioner contacted approximately seven attorneys and law firms - unable to secure new counsel (App. D10 at Page 210a, "Denied Counsel".) Also between March 25, 2002 and April 22, 2002 the Petitioners filed several motions for Stay Execution/Proceedings in both the Trial Court and Appellate/Supreme Courts, but proceedings were unstoppable, as all motions were dismissed or denied.

The various decisions appealed in numerous individual forms, through correspondence with three different Courts (Supreme/Appellate, Danbury and Waterbury), receiving conflicting instructions from clerks, caused delays and significant aggravation to the Petitioner. Finally, the Danbury Clerk date stamped the new "eviction matter" appeal, March 28, 2002 (a Thursday), but posted the fee of $250.00 only on April 1, 2002 (a

Monday)(In Connecticut Appeal is considered filed when the fee is posted), and on March 28, 2002, the Waterbury Superior Court filed the four appeals of (Hon. Sheldon, J.) of March 12, 2002, decisions.

On April 4, 2002, in an unprecedented conduct by the Trial Courts, according to Appellate/Supreme Court clerk, Ms. Pam Branick, the Danbury Superior Court and the Waterbury Superior Court/ CLD Clerks faxed to the Supreme Court the Civil-Appeal forms to induce a decision by the Chief Justice based on the forms alone although the Petitioner did not yet file any of the required documents with the Supreme/Appellate Clerk, pursuant to Sections 63-3 and 63-4 of Rules of Appellate Procedure (App B Page 97a). Petitioner, who was still in the process of sorting out the various appeals and fees in an effort to file a unified package, including a motion to consolidate the actions in the Supreme Court, was in a state of a shock. She immediately wrote a letter to the Supreme Court Chief Clerk informing him that she did not authorize to forward these forms and vehemently protested against that conduct. She asked the Court not process these initial and incomplete appeals until she filed a full set of documents for each of the cases (App. D9 at 207a, "Letter to Chief Clerk".) In Connecticut direct appeal is valid only after the Appellant filed documents with Appellate clerk 14 days from the date of the trial court decision. Since the action in the "eviction matter" was ongoing, and since Petitioner stated that the appeal would include subsequent decisions to the March 25, 2002 decisions, Petitioner planned to submit the appeal when all documents were in order. Faxing the preliminary forms to the Supreme Court by the Trial Courts without Petitioners knowledge or consent to induce an order by the Chief Justice on an incomplete appeal, was procedurally defective, a violation of due process, and egregious abuse of power.

On April 3, 2002, the Chief Justice denied a direct appeal to the Supreme Court pursuant to Connecticut General Statute Section 52-265a in the "eviction matter". On April 5, 2002, the Chief Clerk applied the Chief Justice Order to the remaining Amended appeals

although the Chief Justice did not render a decision on these appeals as he did on the "eviction matter", and transferred all six appeals to the Appellate Court for lack of jurisdiction in the Supreme Court, pursuant to 65-4 of the Rules of Appellate Procedure (App. B at Page 99a.) This subjected all other appeals to the same order/error. Further, all subsequent legal proceedings and decisions/orders resulting from that order/error, in all Courts, were subject to same error. Once the appeals were at the Appellate Court, they were labeled interlocutory. From that point forward all motions/appeals filed between April 3, 2002 and May 22, 2002, including motions for reconsideration of the Chief Justice decision filed on April 12 and 15, 2002, were eventually dismissed or denied on that basis and on the basis Petitioner Yvonne Liebel, was not an attorney or party to the action. The process traumatized the Petitioner, and caused great damage to her litigation, (App. D11 at Page 212a, "Motion for Reconsideration".)

On April 22, 2002, a trial hearing was held at the Danbury Superior Court (Ginnocchio) in the "eviction matter", which, Petitioner, Yvonne Liebel did not attend (App. D12 at Page 223a, "Pleading in Protest".) Per transcript, although the rent check was acknowledged at the trial, Attorney Williams did not enter the most pivotal evidence as an exhibit, therefore the note on the check specifying the rent for the months of Sept. through Dec. 2001 was not acknowledged. The Court then applied the rent toward back rent, and entered a Judgment to Evict for the landlord for nonpayment of rent for those months (App. A60 at Page 39). Neither the Court nor the Attorney addressed landlord-tenant law that a check cashed by the landlord waves an eviction. On May 13, 2002, the Court (Hon. Ginnochio, J.) granted the Landlord's Motion for Immediate Possession of Commercial Premises Notwithstanding Pendency of Defendant's Appeal from Judgment", in spite of the Petitioners' Objections. Feeling helpless, and extremely worried about her several offices and their content at the control of the VNA, Petitioner, in the course of the next few days, prepared a full set of appeal documents to the Supreme Court and a new Motion to

consolidate all matters (1-7) and Certification. Petitioner filed the appeal on May 21, 2002. Attorney for the VNA received a FedEx of the appeal on the morning of May 21, 2002 (App. D13 at Page. 231a "The Execution".)

On May 24, 2002, Petitioner drove to her home (she is unable to remain there) and again, to her shock and bewilderment she noticed an Execution Order, stamped by the Marshal on her residence' door. As she was looking for an eviction date, there was none!!! She immediately drove to her offices, only to find out that the locks were changed; that the Marshal served his notice on May 22, 2002 ("coincidentally", the appeal filed on May 21, 2002, was denied on May 22, 2002. Notices were mailed on May 23, 2002); and the Respondent, Helena Nicholas and the Marshal had already been there "all day" on May 23, 2002, took inventory of all properties within the offices, and that she could only gain access if she made a substantial payment to the landlord (uncalled for by Statute, e.g. attorney's fees), and for the limited purpose of removing her properties. She was told by respondent Helena Nicholas to expect a letter from the VNA's attorney. In her letter to the landlord's attorney of June 5, 2002, Petitioner advised the VNA that attorneys fees are not required by statute and that she planned to appeal the April 3, 2002 Chief Justice decision to the United States Supreme Court. That she expected him to stay all proceedings until the appeal concluded, and that removal of the Alliance Foundation, Inc.'s properties on June 8, 2002, as stated in his letter of May 24, 2002, would cause her to file criminal charges against the parties.

On June 6, 2002, in despair, Petitioner drove to the Connecticut Attorney General's office, Public Charities Unit, in Hartford, Connecticut and met with Mr. Reid Parrington, with whom she spoke before. She showed him the Marshal's notice devoid of date and asked him if he could stop the eviction for the purpose of protecting the Alliance Foundation, Inc.'s documents in a possible investigation. Mr. Parrington advised that he did not have the authority. He received a copy of the Third Amended

Complaint in the "Lead Action" and stated he would take up the matter with the Attorney General in charge of the unit, Mr. David Ormstedt. To her shock, Mr. Parrington also advised that in 1995 the Alliance Foundation, Inc.'s status had changed. She informed Mr. Parrington, that Respondent, Thomas F. Reynolds was in charge of all filings for herself and the corporations, and she was not aware of any status change. Following their meeting, Petitioner drove to State Marshal Commission Office overseeing Marshals' conduct, to see if the eviction could be stopped by that office due to an invalid Execution Notice. The Marshal Office suggested the only remedy was to file a complaint against the Marshal (App. D13 at Page 231a).

In his response on June 7, 2002, Attorney for the landlord waived the attorney's fees but insisted that if Petitioner did not remove all The Alliance Foundation's properties by June 22, 2002, the properties will be forfeited to the landlord. Removing the properties would mean giving up the space and jeopardizing the appeal to the United States Supreme Court on the issue of representing her corporations. She had to make a choice, risk her properties or proceed with the appeal. In her final communications with the Attorney's landlord, a letter dated June 11, 2002, with copies to the Attorney General's Office; the Ridgefield Police Department; All three Connecticut Courts; the State of Connecticut Marshal's Commission; and to all parties involved, the Petitioner demanded that in accordance with Connecticut law, she expected that her offices remain in tact until the appeal to the United States Supreme Court was concluded (App. D13). She also made a plea to these State Offices/Agencies to insure that the VNA complies. The Attorney did not respond to her letter and at the time of the filing this appeal the Petitioner, Yvonne Liebel does not know the fate of her properties. (App. A at 85a and App. D13 at 231a "**EXECUTION**".)

REASON FOR GRANTING THE WRIT OF CERTIORARI

I

DENYING A CORPORATION A PRO SE APPEARANCE BY ITS APPOINTEDAGENT/CREATOR, WHO MAY NOT BE AN ATTORNEY, CONFLICTS WITH THEIR CONSTITUTIONAL RIGHTS TO FREEDOM OF SPEECH; FAIR REPRESENTATION; ACCESS TO THE COURTS AND DUE PROCESS OF LAW.

In the matter of *Margaret Maunder Associates, Inc., et al. v. A-Copy, Inc.* (40 Conn. Sup. 361 (1985) there exist many significant parallels to the Petitioners' situation and issues. "The named plaintiff, M Co., sought by way of an action instituted in the small claims division of the Superior Court, to recover damages from the defendant for an alleged misrepresentation made by it incident to its sale of a copy machine to M Co. The complaint was signed by M, the president and sole stockholder of M Co. After the matter was, on motion by the defendant, transferred to the regular docket, the defendant filed a motion for nonsuit, claiming that a corporation cannot represent itself or act through a person who, like M, is not an attorney. Held that, under the circumstances, M, as the sole owner and stockholder of M Co., would not be practicing law by representing M Co,; accordingly, the motion for nonsuit was denied."(**Petitioners' Comment**: The "eviction matter" is a Summary Process action in the Housing Session of the Superior Court, with many similarities to the Court's Small Claims Division.)

"De Mayo, J. This action was instituted on September 20, 1984, in the small claims division of the Superior Court. The complaint was signed by Margaret Maunder as president of the named plaintiff, a Connecticut corporation, and alleged that the defendant had sold them a copy machine represented to be a "demo" when it had actually been extensively used as rented equipment. The defendant moved to transfer the case from small claims division to the regular docket and that motion was granted. In the course of

hearing prior motions the court has suggested to Margaret Maunder to retain counsel to represent the corporation, of which she is president and sole stockholder. Maunder has responded that she cannot afford to retain counsel, has not been able to retain counsel and has no alternative, short of waiving her claim, but to act for the plaintiff corporation. She has so proceeded and has been an effective advocate and speaker and has at all times conducted herself with dignity and has been respectful to the court. The defendant has now filed a motion for nonsuit, claiming that a corporation cannot represent itself or act through another person who is not an attorney. At first blush, the defendant's position is sound, and the court is aware of the line of cases which supports its position. Maunder, however, raises some provocative issues in support of her position. She points out that corporations appear regularly in the small claims division, represented by an officer or employee, and section 51-15 of the general statutes provides for the commencement of such actions by an attorney or other person. Maunder also distinguishes her situation from that of the usual corporate plaintiff or defendant in that she is the sole stockholder of a subchapter S corporation and likens herself to a sole proprietorship In effect, she claims she is representing only herself and appearing only in her own cause."(**Petitioners' Comment**: in 1996, Defendant Eugene M. Grant requested from the Corporations' CPA, Defendant, Thomas F. Reynolds, to convert Alliance Capital, Inc. to a subchapter S corporation. Defendant Eugene M. Grant is the only other shareholder in this corporation. His reason was a tax consideration to which Yvonne Liebel agreed; General Homes, Inc. also, has Eugene M. Grant as the only other shareholder. He disposed of his shares, however, in May of 1997, contrary to shareholder agreements (App. F at Page 300, "Corporations Shareholders Agreements") leaving Petitioner, as only shareholder. Prior to Grant's position in the corporation, General Homes, Inc. served as a holding company, for Yvonne Liebel investments. Between 1990-1993, General Homes, Inc. contributed approx. $300,000 to the establishment of The Alliance Foundation, Inc. almost all the funds Petitioner, received

from the sale of her home in California; Alliance International Development Corp. has only Yvonne Liebel, as a shareholder. Although it received an IRS approval in late 1996 to be a holding/investment arm for The Alliance Foundation, Inc., it never activated its position due to the Defendants' supplanting Alliance with Bridge to Brotherhood, Inc.; The Alliance Foundation, Inc. is a 501 (c)(3), non-stock corporation. Following its debacle caused by the Defendants, Petitioner, Yvonne Liebel, spent several hundred thousand dollars by mortgaging her home for their survival and defense. Petitioners were unable to file tax returns since 1998 due to improprieties caused by their CPA, in cooperation with Defendant Eugene M. Grant and others.) "She also raises a due process claim and points out that by the simple procedural step of moving for a transfer to the regular docket, the defendant is attempting to deprive her of equal protection of the law. (**Petitioners' Comment**: Similar procedural step, depriving the Petitioners of their due process, occurred when the Chief Justice of the State of Connecticut, rendered its order on April 3, 2002, denying the Petitioners' a direct appeal to the Connecticut Supreme Court (where appeal from non-final decisions are allowed) in the "eviction matter", on the basis of a procedural error, and the transfer off all six appeals to the Appellate Court, where interlocutory appeals are seldom granted.) "It should be noted at the outset that rules and standards governing the practice of law have as their primary purpose the protection of the public and not the creation of any private advantage for lawyers. *Bar Association v. Connecticut Bank & Trust Co.*, 20 Conn. Sup. 248, 250, 131 A.2d 646 (1957).(**Petitioners Comment:** most of the Defendants/Respondents in these actions are attorneys. Violations of the Petitioners' constitutional rights work to the advantage of the Respondents in their capacity as both Defendants and Attorneys. Contributors to The Alliance Foundation, Inc. were given fraudulent and misleading information by the Defendants in order to cause an efficient transfer of The Alliance Foundation's assets and intellectual properties to their newly created charity, as more specifically described in the Third Amended Complaint filed in the "lead action"

on October 24, 2000.) "The courts have a tradition of protecting pro se parties so that their cases will be fully and fairly heard. To this end, an overly strict construction of the rules of practice is not encouraged."(**Petitioners Comments:** Petitioners were instructed by the Appellate/Supreme Court Chief Clerk that as pro se litigants they should refer to the Connecticut Practice Book for guidance when preparing and filing pleadings, and not expect assistance from the five Case Managers assigned to the individual actions, although all of whom are attorneys (App. A 13 at Page 21a.) "As pointed out by Maunder, Connecticut has for years permitted corporations to be represented in small claims matters by officers, agents and employees. Section 51-15 of the general statutes specifically provides for such actions to be commenced by a person other than an attorney. *In American Sand & Gravel, Inc. v. Clark & Fray Construction Co.*, 2 Conn. Cir. Ct. 284, 286, 198 A.2d 68 (1963), a case cited by the defendant, the court stated: "In spite of the obvious impropriety of the defendant's appearance, and the presence in court of its president as attorney, the defendant was accorded an opportunity to have its case fully and fairly heard." There is no indication in that case or in *Ero v. M & M enterprises, Inc.*, 39 Conn. Sup. 294, 477 A.2d 695 (1984),also cited by the defendant, that the officers who appeared for those corporate defendants were sole stockholders. "Section 51-88 (d) (2) of the General Statutes provides: "(T)he provisions of this section shall not be construed...as prohibiting any person from practicing law or pleading at the bar of any court of this state in his own cause." In *Bar Association v. Connecticut Bank & Trust Co.*, supra, 260, the court draws a distinction between acts performed by an individual or a corporation incidental to his or its own business and those acts performed for others. The court goes on to say: "Countless other examples could be cited of everyday legal transactions properly carried on by an individual or corporation whom they concern without the assistance of an attorney." Id.,261. Maunder would not be practicing law in this instance by acting on behalf of her corporation. The practice of law has been defined as giving legal

advice or rendering legal services for another in a true sense, for, although she is acting for a separate legal entity, she is the sole owner and stockholder of that entity. In effect, she is acting for herself, just as would be the case if this matter had remained in the small claims division or if this entity of hers were a sole proprietorship. Under the facts of this case, Maunder would not be practicing law if she represented the named corporate plaintiff, and it would be contrary to Section 51-88(d)(2) to deny her the right to pursue this action where she is acting "in...(her) own cause." Further, it would be a denial of equal protection of the law if she could represent her corporation in one division of the court but could be forced either to forgo suit or to spend money to hire counsel by the mere filing of a motion to transfer by her adversary. Finally, the representation of the corporate plaintiff by its owner poses no threat to the public well-being. **(Petitioners' Comment:** All The Alliance Foundation's friends and contributors are aware of this action, and should be as a matter of right.) " The defendant's motion for nonsuit for failure to appear is denied."

CONCLUSION

II

1. The quality of counsel the Petitioner, Yvonne Liebel was able to obtain on behalf of herself and her corporations was best described by opposing counsel at the Danbury Superior Court, at Danbury, Connecticut, Attorney Herbert Rosenberg in a March 18, 2002 hearing before Hon. Ginocchio, J. : " Mr. Rosenberg: Yes, thank you, Your Honor. Your honor, Ms. Liebel may not have a law degree but I think that for her to describe herself as a layperson after the pleadings that have been filed in this case is ludicrous. In fact, the pleadings that Mr. Williams has filed are little more than a repetition of what she's filed in here. She is very well aware of what is going on in the Court."**(Page 11 lines 25-27 and Page 12 lines 1-5);**
2. When the Courts put form before substance to stringently

enforce C.G.S. Section 51-88a, disregarding constitutional rights of corporations and their creators', causing substantial unnecessary costs and loss of dignity in their pursuit; When the Courts cause procedural error to induce adjudication results; When Courts, on matters of fundamental rights and liberties, transfer appeals from the Supreme Court to the Appellate Court and then dismiss them on procedure for being interlocutory; When a Judge forces a civil litigant to be represented at the trial by dismissed counsel; When a Marshal does not enter an eviction date on an Execution Order allowing the landlord access to the tenant's property before the tenant; And, When a civil litigant loses premises and properties resulting from this judicial process, it is against the moral and judicial code and principles of the United States of America.

Therefore, in the interest of justice and judicial economy, the Petitioners pray that the Court will allow Yvonne Liebel, to represent her corporations; That the Chief Justice Order and all subsequent orders rendered in the Trial Courts and Appellate/ Supreme Court, resulting from that order (All of Appendix A) will be overturned; And that cases pending in the Waterbury Superior Court Complex Litigation Docket be returned to their proper Court of venue, the Danbury Superior Court, so that finally, Petitioner, Yvonne Liebel could manage all related cases from a single Court.

In "Stopping by Woods on a Snowy Evening" Robert Frost, concluded with " But I have promises to keep, and miles to go before I sleep, and miles to go before I sleep." The Petitioner, Yvonne Liebel, and her Corporations have promises to keep and miles to go before they sleep in pursuit of their vision. They respectfully request from this highest court in the world, the permission to proceed. God Bless "America".

Respectfully Submitted,
/S/_____
Yvonne Liebel, Founder & CEO, pro se and agent for the Alliance Entities: Petitioner, Yvonne Liebel and the Petitioners Corporations.

Appendix A - Chief Justice Order, and all subsequent Courts' Orders resulting from said Order, sought to be reversed due to Court procedural error and violation of litigants' due process rights.

APPENDIX A

APPEAL-CIVIL
JD-SC-28 REV.2-99

TO SUPREME COURT

NAME OF CASE: THE VISITING NURSE ASSOCIATION OF RIDGEFIELD, INC. V. THE ALLIANCE FOUNDATION, INC.

CLASSIFICATION: APPEAL

TRIED TO: COURT
TRIAL COURT LOCATION: 146 WHITE ST., DANBURY, CT 06810
TRIAL COURT JUDGE: GINOCCHIO
LIST ALL TRIAL COURT DOCKET NUMBERS: SP02-10636; CV-00-0338142-S; (X02) CV-01: 67482,67457,67458, 67556
JUDGMENT FOR: PLAINTIFF
JUDGMENT DATE: 3/25/02
CASE TYPE: TORT, HOUSING (Summary Process)
APPEAL FILED BY: DEFENDANT, THE ALLIANCE FOUNDATION, INC.; YVONNE LIEBEL
FROM: DENIAL OF DEFENDANT'S ATTORNEY'S MOTION TO WITHDRAW APPEARANCE; DENIAL OF MOTION TO FILE THIRD PARTY COMPLAINT; SUBSEQUENT DECISIONS
IF TO SUPREME COURT, STATUTORY BASIS FOR THE APPEAL (C.G.S.A. SEC. 51-199) : FIRST AMENDMENT AND DUE PROCESS OF LAW; C.G.S.A. SEC. 52-265a; C.G.S.A. SEC. 47a-35
BY: (SIGNATURE OF ATTORNEY OR PRO SE PARTY)
/S/YVONNE LIEBEL

TELEPHONE NO.: 310-657-2771 FAX NO: 310-657-2731 (attached)
TYPE NAME AND ADDRESS OF PERSON SIGNING ABOVE:
Y. LIEBEL, P.O. BOX 1153 RIDGEFIELD, CT 06877; 8913 OLIMPIC BLVD. BEVERLY HILLS, CA 90211
INDICATE WHICH OF THE FOLLOWING ARE ATTACHED BY PLACING AN X IN PROPER BOX (S):

1. PRELIMINARY STATEMENT OF THE ISSUES
2. PRELIMINARY DESIGNATION OF PLEADINGS
3. COURT REPORTER'S ACKNOWLEDGMENT/CERTIFICATE RE TRANSCRIPT
5. STATEMENT FOR PREARGUMENT
8. DS1 (DOCKET SHEETS)

CERTIFICATION: I HEREBY CERTIFY THAT A COPY HEREOF WAS SERVED ON ALL COUNSEL AND PRO SE PARTIES OF RECORD IN ACCORDANCE WITH THE PROVISIONS OF SEC 62-7 ON: 3/27/02 /S/ YVONNE LIEBEL

TO BE COMPLETED BY TRIAL COURT CLERK

ENTRY FEE PAID
($250.00)

COURT USE ONLY-FILE DATE
MARCH 28, 2002 3:49 P.M.

JUDGE: DATE: DENY 52-265a
/S/ William j. Sullivan
CHIEF JUSTICE
4/3/02

SIGNED (CLERK OF THE COURT): /S/ ROBIN J. SMITH
DEPUTY CHIEF CLERK

APPENDIX A1

APPEAL-CIVIL
JD-SC-28 REV.2-99

TO SUPREME COURT

NAME OF CASE: THE ALLIANCE FOUNDATION, INC., ET AL. V. EUGENE GRANT ET AL (ATTACHED FULL NAMES OF CASES).

CLASSIFICATION: CORRECTED AMENDED APPEAL FORM

TRIED TO: COURT
TRIAL COURT LOCATION: 400 GRAND STREET, WATERBURY, CT 06702
TRIAL COURT JUDGE: SHELDON
LIST ALL TRIAL COURT DOCKET NUMBERS: (X02) CV-01: 67482,67457,67458, 67556; CV-00-0338142-S; SP02-10636
JUDGMENT FOR: DEFENDANT
JUDGMENT DATE: 3/12/02
CASE TYPE: CIVIL/TORT
APPEAL FILED BY: LIEBEL/ ALLIANCE (OTHER: ATTACHED)
FROM: DENIAL OF PLAINTIFFS' MOTION TO APPEAR; FAILURE TO TRANSFER A RELATED CASE; FAILURE TO RULE ON CONSOLIDATION OF PENDING RELATED ACTIONS
IF TO SUPREME COURT, STATUTORY BASIS FOR THE APPEAL (C.G.S.A. SEC. 51-199): FIRST AMENDMENT AND DUE PROCESS OF LAW; C.G.S.A. SEC. 52-265a
BY: (SIGNATURE OF ATTORNEY OR PRO SE PARTY)
/S/YVONNE LIEBEL
TELEPHONE NO.: 310-657-2771 FAX NO: 310-657-2731 (attached)
TYPE NAME AND ADDRESS OF PERSON SIGNING ABOVE:

Y. LIEBEL, P.O. BOX 1153 RIDGEFIELD, CT 06877; 8913 OLIMPIC BLVD. BEVERLY HILLS, CA 90211
INDICATE WHICH OF THE FOLLOWING ARE ATTACHED BY PLACING AN X IN PROPER BOX (S):

1. PRELIMINARY STATEMENT OF THE ISSUES
2. PRELIMINARY DESIGNATION OF PLEADINGS
5. STATEMENT FOR PREARGUMENT
8. DS1 (DOCKET SHEETS)

CERTIFICATION: I HEREBY CERTIFY THAT A COPY HEREOF WAS SERVED ON ALL COUNSEL AND PRO SE PARTIES OF RECORD IN ACCORDANCE WITH THE PROVISIONS OF SEC 62-7 ON: 3/24/02 /S/ YVONNE LIEBEL

TO BE COMPLETED BY TRIAL COURT CLERK

ENTRY FEE PAID ($250.00)

COURT USE ONLY-FILE DATE MARCH 28, 2002 9:55 A.M.

JUDGE:

DATE:

SIGNED (CLERK OF THE COURT): /S/ WILLIAM HOEY
DEPUTY CHIEF CLERK
3-28-02

APPENDIX A2

APPEAL-CIVIL
JD-SC-28 REV.2-99

TO SUPREME COURT

NAME OF CASE: EUGENE M. GRANT V. THE ALLIANCE FOUNDATION, INC.

CLASSIFICATION: CORRECTED AMENDED APPEAL FORM

TRIED TO: COURT
TRIAL COURT LOCATION: 400 GRAND STREET, WATERBURY, CT 06702
TRIAL COURT JUDGE: SHELDON
LIST ALL TRIAL COURT DOCKET NUMBERS: (X02) CV-01: 67556; 67482,67457,67458,; CV-00-0338142-S; SP02-10636
JUDGMENT FOR: PLAINTIFF
JUDGMENT DATE: 3/12/02
CASE TYPE: CIVIL/TORT
APPEAL FILED BY: THE ALLIANCE FOUNDATION, INC.;
OTHER: Y. LIEBEL
FROM: DENIAL OF YL'S MOTIONS TO APPEAR AND JOIN AS A DEFENDANT; FAILURE TO TRANSFER A RELATED CASE; FAILURE TO RULE ON CONSOLIDATION.
IF TO SUPREME COURT, STATUTORY BASIS FOR THE APPEAL (C.G.S.A. SEC. 51-199): FIRST AMENDMENT AND DUE PROCESS OF LAW; C.G.S.A. SEC. 52-265a
BY: (SIGNATURE OF ATTORNEY OR PRO SE PARTY)
/S/YVONNE LIEBEL
TELEPHONE NO.: 310-657-2771 FAX NO: 310-657-2731 (attached)
TYPE NAME AND ADDRESS OF PERSON SIGNING ABOVE:
Y. LIEBEL, P.O. BOX 1153 RIDGEFIELD, CT 06877; 8913 OLIMPIC BLVD. BEVERLY HILLS, CA 90211
INDICATE WHICH OF THE FOLLOWING ARE ATTACHED BY PLACING AN X IN PROPER BOX (S):

1. PRELIMINARY STATEMENT OF THE ISSUES
2. PRELIMINARY DESIGNATION OF PLEADINGS
5. STATEMENT FOR PREARGUMENT
8. DS1 (DOCKET SHEETS)

CERTIFICATION: I HEREBY CERTIFY THAT A COPY HEREOF WAS SERVED ON ALL COUNSEL AND PRO SE PARTIES OF RECORD IN ACCORDANCE WITH THE PROVISIONS OF SEC 62-7 ON: 3/24/02 /S/ YVONNE LIEBEL

TO BE COMPLETED BY TRIAL COURT CLERK

ENTRY FEE PAID
($250.00)

COURT USE ONLY-FILE DATE
MARCH 28, 2002 9:55 A.M.

JUDGE: DATE:

SIGNED (CLERK OF THE COURT): /S/ WILLIAM HOEY
DEPUTY CHIEF CLERK
3-28-02

APPENDIX A3

APPEAL-CIVIL
JD-SC-28 REV.2-99

TO SUPREME COURT

NAME OF CASE: EUGENE M. GRANT V. ALLIANCE CAPITAL, INC.

CLASSIFICATION: CORRECTED AMENDED APPEAL FORM

TRIED TO: COURT
TRIAL COURT LOCATION: 400 GRAND STREET, WATERBURY, CT 06702
TRIAL COURT JUDGE: SHELDON

LIST ALL TRIAL COURT DOCKET NUMBERS: (X02) CV-01: 67457; 67556; 67482,67458,; CV-00-0338142-S; SP02-10636
JUDGMENT FOR: PLAINTIFF
JUDGMENT DATE: 3/12/02
CASE TYPE: CIVIL/TORT
APPEAL FILED BY: ALLIANCE CAPITAL, INC.; OTHER: Y. LIEBEL
FROM: DENIAL OF YL'S MOTIONS TO APPEAR AND JOIN AS A DEFENDANT; FAILURE TO TRANSFER A RELATED CASE; FAILURE TO RULE ON CONSOLIDATION.
IF TO SUPREME COURT, STATUTORY BASIS FOR THE APPEAL (C.G.S.A. SEC. 51-199): FIRST AMENDMENT AND DUE PROCESS OF LAW; C.G.S.A. SEC. 52-265a
BY: (SIGNATURE OF ATTORNEY OR PRO SE PARTY)
/S/YVONNE LIEBEL
TELEPHONE NO.: 310-657-2771 FAX NO: 310-657-2731 (attached)
TYPE NAME AND ADDRESS OF PERSON SIGNING ABOVE:
Y. LIEBEL, P.O. BOX 1153 RIDGEFIELD, CT 06877; 8913 OLIMPIC BLVD. BEVERLY HILLS, CA 90211
INDICATE WHICH OF THE FOLLOWING ARE ATTACHED BY PLACING AN X IN PROPER BOX (S):

1. PRELIMINARY STATEMENT OF THE ISSUES
2. PRELIMINARY DESIGNATION OF PLEADINGS
5. STATEMENT FOR PREARGUMENT
8. DS1 (DOCKET SHEETS)

CERTIFICATION: I HEREBY CERTIFY THAT A COPY HEREOF WAS SERVED ON ALL COUNSEL AND PRO SE PARTIES OF RECORD IN ACCORDANCE WITH THE PROVISIONS OF SEC 62-7 ON: 3/24/02 /S/ YVONNE LIEBEL

TO BE COMPLETED BY TRIAL COURT CLERK

ENTRY FEE PAID ($250.00)

COURT USE ONLY-FILE DATE MARCH 28, 2002 9:55 A.M.

JUDGE: DATE:

SIGNED (CLERK OF THE COURT): /S/ WILLIAM HOEY
DEPUTY CHIEF CLERK
3-28-02

APPENDIX A4

APPEAL-CIVIL
JD-SC-28 REV.2-99

TO SUPREME COURT

NAME OF CASE: EUGENE M. GRANT V. ALLIANCE CAPITAL, INC.

CLASSIFICATION: CORRECTED AMENDED APPEAL FORM

TRIED TO: COURT
TRIAL COURT LOCATION: 400 GRAND STREET, WATERBURY, CT 06702
TRIAL COURT JUDGE: SHELDON
LIST ALL TRIAL COURT DOCKET NUMBERS: (X02) CV-01: 67458; 67556; 67482,67457,; CV-00-0338142-S; SP02-10636
JUDGMENT FOR: PLAINTIFF
JUDGMENT DATE: 3/12/02
CASE TYPE: CIVIL/TORT
APPEAL FILED BY: ALLIANCE CAPITAL, INC.; OTHER: Y. LIEBEL
FROM: DENIAL OF YL'S MOTIONS TO APPEAR AND JOIN AS A DEFENDANT; FAILURE TO TRANSFER A RELATED CASE; FAILURE TO RULE ON CONSOLIDATION.

IF TO SUPREME COURT, STATUTORY BASIS FOR THE APPEAL (C.G.S.A. SEC. 51-199): FIRST AMENDMENT AND DUE PROCESS OF LAW; C.G.S.A. SEC. 52-265a
BY: (SIGNATURE OF ATTORNEY OR PRO SE PARTY)
/S/YVONNE LIEBEL
TELEPHONE NO.: 310-657-2771 FAX NO: 310-657-2731 (attached)
TYPE NAME AND ADDRESS OF PERSON SIGNING ABOVE:
Y. LIEBEL, P.O. BOX 1153 RIDGEFIELD, CT 06877; 8913 OLIMPIC BLVD. BEVERLY HILLS, CA 90211
INDICATE WHICH OF THE FOLLOWING ARE ATTACHED BY PLACING AN X IN PROPER BOX (S):

1. PRELIMINARY STATEMENT OF THE ISSUES
2. PRELIMINARY DESIGNATION OF PLEADINGS
5. STATEMENT FOR PREARGUMENT
8. DS1 (DOCKET SHEETS)

CERTIFICATION: I HEREBY CERTIFY THAT A COPY HEREOF WAS SERVED ON ALL COUNSEL AND PRO SE PARTIES OF RECORD IN ACCORDANCE WITH THE PROVISIONS OF SEC 62-7 ON: 3/24/02 /S/ YVONNE LIEBEL

TO BE COMPLETED BY TRIAL COURT CLERK

ENTRY FEE PAID
($250.00)

COURT USE ONLY-FILE DATE
MARCH 28, 2002 9:55 A.M.

JUDGE: DATE:

SIGNED (CLERK OF THE COURT): /S/ WILLIAM HOEY
DEPUTY CHIEF CLERK
3-28-02

APPENDIX A5

APPEAL-CIVIL
JD-SC-28 REV.2-99

TO SUPREME COURT

NAME OF CASE: DTL-USA, INC. AND YVONNE LIEBEL VS. RIDGEFIELD BANK (SEE ATTACHED)

CLASSIFICATION: CORRECTED AMENDED APPEAL FORM

TRIED TO: COURT
TRIAL COURT LOCATION: 146 WHITE ST. DANBURY, CT 06810; 400 GRAND STREET, WATERBURY, CT 06702
TRIAL COURT JUDGE: LANGENBACH; HILLER; SHELDON
LIST ALL TRIAL COURT DOCKET NUMBERS: ,; CV-00-0338142-S; (X02) CV-01: 67458; 67556; 67482,67457; SP02-10636
JUDGMENT FOR: DEFENDANT
JUDGMENT DATE: 3/1/02 (ATTACHED)
CASE TYPE: CIVIL/TORT
APPEAL FILED BY: PLAINTIFF, DTL-USA, INC.; Y. LIEBEL
FROM: DENIAL OF P'S MOTIONS TO APPEAR; FAILURE TO TRANSFER CASE TO COMPLEX LITIGATION DOCKET W/ RELATED CASES; FAILURE TO RULE ON MOTIONS TO CONSOLIDATE WITH OTHER PENDING ACTIONS
IF TO SUPREME COURT, STATUTORY BASIS FOR THE APPEAL (C.G.S.A. SEC. 51-199): FIRST AMENDMENT AND DUE PROCESS OF LAW; C.G.S.A. SEC. 52-265a
BY: (SIGNATURE OF ATTORNEY OR PRO SE PARTY)
/S/YVONNE LIEBEL
TELEPHONE NO.: 310-657-2771 FAX NO: 310-657-2731 (attached)
TYPE NAME AND ADDRESS OF PERSON SIGNING ABOVE:

Y. LIEBEL, P.O. BOX 1153 RIDGEFIELD, CT 06877; 8913 OLIMPIC BLVD. BEVERLY HILLS, CA 90211
INDICATE WHICH OF THE FOLLOWING ARE ATTACHED BY PLACING AN X IN PROPER BOX (S):

1. PRELIMINARY STATEMENT OF THE ISSUES
2. PRELIMINARY DESIGNATION OF PLEADINGS
5. STATEMENT FOR PREARGUMENT
8. DS1 (DOCKET SHEETS)

CERTIFICATION: I HEREBY CERTIFY THAT A COPY HEREOF WAS SERVED ON ALL COUNSEL AND PRO SE PARTIES OF RECORD IN ACCORDANCE WITH THE PROVISIONS OF SEC 62-7 ON: 3/24/02 /S/ YVONNE LIEBEL

TO BE COMPLETED BY TRIAL COURT CLERK

ENTRY FEE PAID ($250.00)

COURT USE ONLY-FILE DATE MARCH 26, 2002

JUDGE:

DATE:

SIGNED (CLERK OF THE COURT): /S/ ROBIN J. SMITH
DEPUTY CHIEF CLERK

APPENDIX A6

STATE OF CONNECTICUT

Francis J. Drumm, Jr.
Chief Clerk
860-757-2200

SUPREME COURT
APPELLATE COURT

231 capitol Avenue
Drawer Z. Station A
Hartford, CT 06106

April 5, 2002

Re: S.C. 16718 The Visiting Nurse Association of Ridgefield, Inc. v. The Alliance Foundation, Inc.

Dear Ms. Liebel:

The appeal form you filed on March 26, 2002 had, in the section entitled "if to Supreme Court, Statutory Basis for the appeal, " a reference to General Statutes Section 52-265a. In light of that reference, and pursuant to that statute and the rules of appellate practice, the matter was referred to the Chief Justice for his action. To the extent that you intended the reference to be a petition to the Chief Justice for certification to appeal, the Chief Justice has denied your petition.

Because the matters you are seeking to have reviewed by direct appeal are not within the jurisdiction of the Supreme Court (See General StatuteS Section 51-199), the appeal is transferred, pursuant to Section 65-4 of the rules of appellate procedure, to the Appellate Court. The case is assigned the docket number AC22893. Use only the Appellate Court number on all future filings. Briefing is in accordance with Practice Book Section 67-1 et seq. Your new case manager is attorney Allen Gannuscio. He may be reached at the number listed below.

Very truly yours,
/S/Francis J. Drumm, Jr.

Notice sent: April 5, 2002
John R. Williams
Herbert F. Rosenberg
Clerk, Danbury J.D. (SP02-10636)
Hon. James P. Ginocchio

Michele T. Angers, Deputy Chief Clerk 860-757-2229/Paul S. Hartan, Asst. Clerk 860-757-2249
Alan M. Gannuscio, Asst. Clerk 860-757-2242/Susan C. Reeve Asst. Clerk 860-757-2224
Cynthia M. Gworek, Asst. Clerk 860-757-2149/Carolyn C. Ziogas, Asst. Clerk 860-757-2153

APPENDIX A7

STATE OF CONNECTICUT

Francis J. Drumm, Jr. **SUPREME COURT** 231 capitol Avenue
Chief Clerk **APPELLATE COURT** Drawer Z. Station A
860-757-2200 Hartford, CT 06106

April 5, 2002

Re: S.C. 16717 DTL-USA, Inc., et al. v. Ridgefield Bank

Dear Ms. Liebel:

The appeal form you filed on March 26, 2002 had, in the section entitled "if to Supreme Court, Statutory Basis for the appeal, " a reference to General Statutes Section 52-265a. In light of that reference, and pursuant to that statute and the rules of appellate practice, the matter was referred to the Chief Justice for his action. To the extent that you intended the reference to be a petition to the Chief Justice for certification to appeal, the Chief Justice has denied your petition.

Because the matters you are seeking to have reviewed by direct appeal are not within the jurisdiction of the Supreme Court (See General Statute Section 51-199), the appeal is transferred, pursuant to Section 65-4 of the rules of appellate procedure, to the Appellate Court. The case is assigned the docket number **AC22892.** Use only the Appellate Court number on all future filings. Briefing is in accordance with Practice Book Section 67-1 et seq. Your new case manager is Attorney Carolyn Ziogas. She may be reached at the number listed below.

Very truly yours,
/S/
Francis J. Drumm, Jr.

Notice sent: April 5, 2002

Joyce Morin
Halloran & Sage, LLP
Clerk, Danbury J.D. (CV00-0338142)
Hon. Gary J. White

Michele T. Angers, Deputy Chief Clerk 860-757-2229/Paul S. Hartan, Asst. Clerk 860-757-2249
Alan M. Gannuscio, Asst. Clerk 860-757-2242/Susan C. Reeve Asst. Clerk 860-757-2224
Cynthia M. Gworek, Asst. Clerk 860-757-2149/Carolyn C. Ziogas, Asst. Clerk 860-757-2153

APPENDIX A8

STATE OF CONNECTICUT

Francis J. Drumm, Jr. **SUPREME COURT** 231 capitol Avenue
Chief Clerk **APPELLATE COURT** Drawer Z. Station A
860-757-2200 Hartford, CT 06106

April 5, 2002

Re: S.C. 16722 The Alliance Foundation, Inc. et al. v. Eugene Grant et al.

Dear Ms. Liebel:

The appeal form you filed on March 28, 2002 had, in the section entitled "if to Supreme Court, Statutory Basis for the appeal, " a reference to General Statutes Section 52-265a. In light of that reference, and pursuant to that statute and the rules of appellate practice, the matter was referred to the Chief Justice for his action. To the extent that you intended the reference to be a petition to the Chief Justice for certification to appeal, the Chief Justice has denied your petition.

Because the matters you are seeking to have reviewed by direct appeal are not within the jurisdiction of the Supreme Court (See General Statute Section 51-199), the appeal is transferred, pursuant to Section 65-4 of the rules of appellate procedure, to the Appellate Court. The case is assigned the docket number **AC22896.** Use only the Appellate Court number on all future filings. Briefing is in accordance with Practice Book Section 67-1 et seq. Your new case manager is Attorney Michele T. Angers. She may be reached at the number listed below.

Very truly yours,
/S/
Francis J. Drumm, Jr.

Notice sent: April 5, 2002
Joyce Morin
Robinson & Cole LLP
Curtis Mallet-Prevost Colt & Mosle, LLP
Halloran & Sage, LLP
Clerk, Waterbury J.D. (CV01-0167482S)
Hon. Michael R. Sheldon

Michele T. Angers, Deputy Chief Clerk 860-757-2229/Paul S. Hartan, Asst. Clerk 860-757-2249
Alan M. Gannuscio, Asst. Clerk 860-757-2242/Susan C. Reeve Asst. Clerk 860-757-2224
Cynthia M. Gworek, Asst. Clerk 860-757-2149/Carolyn C. Ziogas, Asst. Clerk 860-757-2153

APPENDIX A9

STATE OF CONNECTICUT

Francis J. Drumm, Jr. **SUPREME COURT** 231 capitol Avenue
Chief Clerk **APPELLATE COURT** Drawer Z. Station A
860-757-2200 Hartford, CT 06106

April 5, 2002

Re: S.C. 16723 Eugene M. Grant V. The Alliance Foundation, Inc.

Dear Ms. Liebel:

The appeal form you filed on March 28, 2002 had, in the section entitled "if to Supreme Court, Statutory Basis for the appeal, " a reference to General Statutes Section 52-265a. In light of that reference, and pursuant to that statute and the rules of appellate practice, the matter was referred to the Chief Justice for his action. To the extent that you intended the reference to be a petition to the Chief Justice for certification to appeal, the Chief Justice has denied your petition.

Because the matters you are seeking to have reviewed by direct appeal are not within the jurisdiction of the Supreme Court (See General Statute Section 51-199), the appeal is transferred, pursuant to Section 65-4 of the rules of appellate procedure, to the Appellate Court. The case is assigned the docket number **AC22897.** Use only the Appellate Court number on all future filings. Briefing is in accordance with Practice Book Section 67-1 et seq. Your new case manager is Attorney Michele T. Angers. She may be reached at the number listed below.

Very truly yours,
/S/
Francis J. Drumm, Jr.

Notice sent: April 5, 2002
Joyce Morin
Kevin Ahern
Robinson & Cole LLP
Clerk, Waterbury J.D. (CV01-0167482S)
Hon. Michael R. Sheldon

Michele T. Angers, Deputy Chief Clerk 860-757-2229/Paul S. Hartan, Asst. Clerk 860-757-2249
Alan M. Gannuscio, Asst. Clerk 860-757-2242/Susan C. Reeve Asst. Clerk 860-757-2224
Cynthia M. Gworek, Asst. Clerk 860-757-2149/Carolyn C. Ziogas, Asst. Clerk 860-757-2153

APPENDIX A10

STATE OF CONNECTICUT

Francis J. Drumm, Jr. **SUPREME COURT** 231 capitol Avenue
Chief Clerk **APPELLATE COURT** Drawer Z. Station A
860-757-2200 Hartford, CT 06106

April 5, 2002

Re: S.C. 16721 Eugene M. Grant v. Alliance Capital, Inc.

Dear Ms. Liebel:

The appeal form you filed on March 28, 2002 had, in the section entitled "if to Supreme Court, Statutory Basis for the appeal, " a reference to General Statutes Section 52-265a. In light of that reference, and pursuant to that statute and the rules of appellate practice, the matter was referred to the Chief Justice for his action. To the extent that you intended the reference to be a petition to the Chief Justice for certification to appeal, the Chief Justice has denied your petition.

Because the matters you are seeking to have reviewed by direct appeal are not within the jurisdiction of the Supreme Court (See General Statute Section 51-199), the appeal is transferred, pursuant to Section 65-4 of the rules of appellate procedure, to the Appellate Court. The case is assigned the docket number **AC22895.** Use only the Appellate Court number on all future filings. Briefing is in accordance with Practice Book Section 67-1 et seq. Your new case manager is Attorney Carolyn Ziogas. She may be reached at the number listed below.

Very truly yours,
/S/
Francis J. Drumm, Jr.

Notice sent: April 5, 2002
Joyce Morin
Kevin Ahern
Robinson & Cole, LLP
Clerk, Waterbury J.D. (CV01-0167458S)
Hon. Michael R. Sheldon

Michele T. Angers, Deputy Chief Clerk 860-757-2229/Paul S. Hartan, Asst. Clerk 860-757-2249
Alan M. Gannuscio, Asst. Clerk 860-757-2242/Susan C. Reeve Asst. Clerk 860-757-2224
Cynthia M. Gworek, Asst. Clerk 860-757-2149/Carolyn C. Ziogas, Asst. Clerk 860-757-2153

APPENDIX A11

STATE OF CONNECTICUT

Francis J. Drumm, Jr. **SUPREME COURT** 231 capitol Avenue
Chief Clerk **APPELLATE COURT** Drawer Z. Station A
860-757-2200 Hartford, CT 06106

April 5, 2002

Re: S.C. 16719 Eugene M. Grant V. Alliance Capital, Inc.

Dear Ms. Liebel:

The appeal form you filed on March 28, 2002 had, in the section entitled "if to Supreme Court, Statutory Basis for the appeal, " a reference to General Statutes Section 52-265a. In light of that reference, and pursuant to that statute and the rules of appellate practice, the matter was referred to the Chief Justice for his action. To the extent that you intended the reference to be a petition to the Chief Justice for certification to appeal, the Chief Justice has denied your petition.

Because the matters you are seeking to have reviewed by direct appeal are not within the jurisdiction of the Supreme Court (See General Statute Section 51-199), the appeal is transferred, pursuant to Section 65-4 of the rules of appellate procedure, to the Appellate Court. The case is assigned the docket number **AC22894.** Use only the Appellate Court number on all future filings. Briefing is in accordance with Practice Book Section 67-1 et seq. Your new case manager is Attorney Carolyn Ziogas. She may be reached at the number listed below.

Very truly yours,
/S/
Francis J. Drumm, Jr.

Notice sent: April 5, 2002
Joyce Morin
Kevin Ahern
Robinson & Cole LLP
Clerk, Waterbury J.D. (cv01-0167482S)
Hon. Michael R. Sheldon

Michele T. Angers, Deputy Chief Clerk 860-757-2229/Paul S. Hartan, Asst. Clerk 860-757-2249
Alan M. Gannuscio, Asst. Clerk 860-757-2242/Susan C. Reeve Asst. Clerk 860-757-2224
Cynthia M. Gworek, Asst. Clerk 860-757-2149/Carolyn C. Ziogas, Asst. Clerk 860-757-2153

APPENDIX A12

APPELLATE COURT
STATE OF CONNECTICUT

AC 22893

THE VISITING NURSE ASSOCIATION OF RIDGEFIELD
V.
THE ALLIANCE FOUNDATION, INC.

April 5, 2002

ORDER

IT APPEARING THAT THE APPELLANT YVONNE LIEBEL'S PRELIMINARY STATEMENT OF ISSUES, DESIGNATION OF PLEADINGS FOR THE DUPLICATED RECORD WITH THE FILING DATE OF EACH ITEM AND THE NUMBER ASSIGNED TO EACH ITEM, CERTIFICATE RE: TRANSCRIPT AND, IF TRANSCRIPT HAS BEEN ORDERED, A COURT REPORTER'S WRITTEN ACKNOWLEDGMENT OF THE TRANSCRIPT ORDER WITH AN ESTIMATED NUMBER OF PAGES AND ESTIMATED DELIVERY DATE, AND DOCKETING STATEMENT WERE DUE ON OR BEFORE MARCH 28, 2002 AND HAS NOT BEEN FILED, IT IS HEREBY ORDERED THAT THE ABOVE-CAPTIONED APPEAL WILL BE DISMISSED UNLESS THE APPELLANT YVONNE LIEBEL'S DOCUMENTS ARE FILED ON OR BEFORE APRIL 12, 2002.

BY THE COURT
BY /S/ALAN M. GANNUSCIO
ASSISTANT CLERK-APPELLATE

NOTICE SENT: 4/5/02
JOHN R. WILLIAMS
YVONNE LIEBEL, PRO SE
HERBERT F. ROSENBERG
HOUSING AT DANBURY SP02-10636
bjm 261

1000/013085

APPENDIX A13

STATE OF CONNECTICUT

Francis J. Drumm, Jr. **SUPREME COURT** 231 capitol Avenue
Chief Clerk **APPELLATE COURT** Drawer Z. Station A
860-757-2200 Hartford, CT 06106

(Sent April 5, 2002)

NOTICE TO PERSONS APPEARING "PRO SE"

You have a "pro se" appearance in a case on appeal. You are the person to whom the Clerk's Office will send notice of the orders of the court or when there is a need to appear in court. You alone are responsible for the filing of any necessary papers. You are obligated to appear at court whenever you receive notice to do so.

YOU ARE BOUND TO FOLLOW THE RULES OF PRACTICE.

Do not expect special consideration because you are a layperson. The Court rules are found in the Connecticut Practice Boojk that may be found in law libraries throughout the state. You must consult the Practice Book if you wish to obtain information on the procedural aspects of your appeal. Please remember that the people who work in the Clerk's office are Court officials. As such, they cannot give legal advice and are very limited in the way they may assist you with respect to your appeal.

If your appearance is "in addition to" counsel, only counsel will be permitted to file pleadings, to prepare briefs, and to argue the cause. If you later hire counsel and counsel appears "in addition to" you, your obligation to pursue the appeal is ended; counsel will pursue the appeal on your behalf.

Michele T. Angers, Deputy Chief Clerk 860-757-2229/Paul S. Hartan, Asst. Clerk 860-757-2249
Alan M. Gannuscio, Asst. Clerk 860-757-2242/Susan C. Reeve Asst. Clerk 860-757-2224
Cynthia M. Gworek, Asst. Clerk 860-757-2149/Carolyn C. Ziogas, Asst. Clerk 860-757-2153

APPENDIX A14

APPELLATE COURT
STATE OF CONNECTICUT

AC 22894

EUGENE M. GRANT
V.
ALLIANCE CAPITAL, INC.

April 8, 2002

ORDER

IT APPEARING THAT THE PRELIMINARY STATEMENT OF ISSUES, DOCKETING STATEMENT, PREARGUMENT CONFERENCE STATEMENT, DRAFT JUDGMENT FILE, DESIGNATION OF THE SPECIFIC PLEADINGS IN THE TRIAL COURT CASE FILE AND CERTIFICATE REGARDING THE TRANSCRIPT OF THE APPELLANT YVONNE LIEBEL WERE DUE ON OR BEFORE MARCH 26, 2002, AND HAVE NOT BEEN FILED, IT IS HEREBY ORDERED THAT THE ABOVE - CAPTIONED APPEAL WILL BE DISMISSED UNLESS THE AFOREMENTIONED DOCUMENTS ARE FILED ON OR BEFORE APRIL 15, 2002.

BY THE COURT

BY /S/CAROLYN C. ZIOGAS
ASSISTANT CLERK-APPELLATE

NOTICE SENT: 4/8/02
ROBINSON & COLE, LLP
YVONNE LIEBEL, PRO SE
KEVIN AHERN
JOYCE MORIN
bjm

1000/013085

010264

APPENDIX A15

APPELLATE COURT
STATE OF CONNECTICUT

AC 22895

EUGENE M. GRANT
V.
ALLIANCE CAPITAL, INC.

April 8, 2002

ORDER

IT APPEARING THAT THE PRELIMINARY STATEMENT OF ISSUES, DOCKETING STATEMENT, PREARGUMENT CONFERENCE STATEMENT, DRAFT JUDGMENT FILE, DESIGNATION OF THE SPECIFIC PLEADINGS IN THE TRIAL COURT CASE FILE AND CERTIFICATE REGARDING THE TRANSCRIPT OF THE APPELLANT YVONNE LIEBEL WERE DUE ON OR BEFORE MARCH 28, 2002, AND HAVE NOT BEEN FILED, IT IS HEREBY ORDERED THAT THE ABOVE – CAPTIONED APPEAL WILL BE DISMISSED UNLESS THE AFOREMENTIONED DOCUMENTS ARE FILED ON OR BEFORE APRIL 15, 2002.

BY THE COURT

BY /S/CAROLYN C. ZIOGAS
ASSISTANT CLERK-APPELLATE

NOTICE SENT: 4/8/02
ROBINSON & COLE
YVONNE LIEBEL, PRO SE
KEVIN AHERN

dcm #0262

APPENDIX A16

APPELLATE COURT
STATE OF CONNECTICUT

AC 22892

DTL-USA, INC. ET AL
V.
RIDGEFIELD BANK

April 8, 2002

ORDER

IT APPEARING THAT THE PRELIMINARY STATEMENT OF ISSUES, DOCKETING STATEMENT, PREARGUMENT CONFERENCE STATEMENT, DRAFT JUDGMENT FILE, DESIGNATION OF THE SPECIFIC PLEADINGS IN THE TRIAL COURT CASE FILE AND CERTIFICATE REGARDING THE TRANSCRIPT OF THE APPELLANT YVONNE LIEBEL WERE DUE ON OR BEFORE MARCH 26, 2002, AND HAVE NOT BEEN FILED, IT IS HEREBY ORDERED THAT THE ABOVE - CAPTIONED APPEAL WILL BE DISMISSED UNLESS THE AFOREMENTIONED DOCUMENTS ARE FILED ON OR BEFORE APRIL 15, 2002.

BY THE COURT

BY /S/CAROLYN C. ZIOGAS
ASSISTANT CLERK-APPELLATE

NOTICE SENT: 4/8/02
YVONNE LIEBEL, PRO SE
JOYCE MORIN
HALLORAN & SAGE, LLP

er

APPENDIX A17

AC 22897

EUGENE M. GRANT
V.
THE ALLIANCE FOUNDATION, INC.

APPELLATE COURT
STATE OF CONNECTICUT
APRIL 8, 2002

ORDER

IT APPEARING THAT THE PRELIMINARY STATEMENT OF ISSUES, THE PRELIMINARY DESIGNATION OF SPECIFIC PLEADINGS, THE CERTIFICATE RE TRANSCRIPT AND, IF TRANSCRIPT IS NECESSARY, THE COURT REPORTER'S TRANSCRIPT ORDER ACKNOWLEDGMENT FORM WITH AN ESTIMATED DELIVERY DATE, THE PREARGUMENT CONFERENCE STATEMENT, DRAFT JUDGMENT FILE, AND THE DOCKETING STATEMENT OF THE APPELLANT YVONNE LIEBEL WHICH WERE DUE ON OR BEFORE MARCH 26, 2002, AND HAVE NOT BEEN FILED, IT IS HEREBY ORDERED THAT THE ABOVE -CAPTIONED APPEAL WILL BE DISMISSED UNLESS THE AFOREMENTIONED DOCUMENTS REQUIRED BY P.B. SECTION 63-4 ARE FILED BY THE APPELLANT ON OR BEFORE APRIL 15, 2002.

BY THE COURT

BY /S/MICHELE T. ANGERS
DEPUTY CHIEF CLERK

NOTICE SENT: 4/8/02
Y. LIEBEL, PRO SE
K. AHERN
J. MORIN
ROBINSON & COLE, LLP
Bjm #010266

APPENDIX A18

AC 22896

THE ALLIANCE FOUNDATION, INC.
ET AL.
V.
EUGENE M. GRANT ET AL

APPELLATE COURT
STATE OF CONN.
APRIL 8, 2002

ORDER

IT APPEARING THAT THE PRELIMINARY STATEMENT OF ISSUES, THE PRELIMINARY DESIGNATION OF SPECIFIC PLEADINGS, THE CERTIFICATE RE TRANSCRIPT AND, IF TRANSCRIPT IS NECESSARY, THE COURT REPORTER'S TRANSCRIPT ORDER ACKNOWLEDGMENT FORM WITH AN ESTIMATED DELIVERY DATE, THE PREARGUMENT CONFERENCE STATEMENT, DRAFT JUDGMENT FILE, AND THE DOCKETING STATEMENT OF THE APPELLANT YVONNE LIEBEL WHICH WERE DUE ON OR BEFORE MARCH 26, 2002, AND HAVE NOT BEEN FILED, IT IS HEREBY ORDERED THAT THE ABOVE -CAPTIONED APPEAL WILL BE DISMISSED UNLESS THE AFOREMENTIONED DOCUMENTS REQUIRED BY P.B. SECTION 63-4 ARE FILED BY THE APPELLANT ON OR BEFORE APRIL 15, 2002.

BY THE COURT

BY /S/MICHELE T. ANGERS
DEPUTY CHIEF CLERK

NOTICE SENT: 4/8/02
Y. LIEBEL, PRO SE
J. MORIN
ROBINSON & COLE, LLP
HALLORAN & SAGE, LLP
CURTIS MALLET-PREVOST COLT & MOSLE, LLP
bjm

#010265

APPENDIX A19

STATE OF CONNECTICUT

Francis J. Drumm, Jr. **SUPREME COURT** 231 capitol Avenue
Chief Clerk **APPELLATE COURT** Drawer Z. Station A
860-757-2200 Hartford, CT 06106

April 11, 2002

Hon. Michael R. Sheldon
400 Grand Street
Waterbury, CT 06702

Re: A.C. 22895 Eugene M. Grant v. Alliance Capital, Inc.

Dear Judge Sheldon:

Enclosed is a motion to enter default or in the alternative to terminate stay filed in the captioned matter which I am sending to you pursuant to P.B Section 61-11 (d). Following the requisite hearing, please return your ruling on the motion to this office. An addressed envelope is enclosed for your convenience.

Thank you for your assistance.

Very truly yours,
/S/
Carolyn C. Ziogas
Assistant Clerk-Appellate

Encl:
Cc: Clerk, Waterbury Superior Court, (CV01-0167458S)
ct

Michele T. Angers, Deputy Chief Clerk 860-757-2229/Paul S. Hartan, Asst. Clerk 860-757-2249
Alan M. Garnuscio, Asst. Clerk 860-757-2242/Susan C. Reeve Asst. Clerk 860-757-2224
Cynthia M. Gworek, Asst. Clerk 860-757-2149/Carolyn C. Ziogas, Asst. Clerk 860-757-2153

APPENDIX A20

STATE OF CONNECTICUT

Francis J. Drumm, Jr. **SUPREME COURT** 231 capitol Avenue
Chief Clerk **APPELLATE COURT** Drawer Z. Station A
860-757-2200 Hartford, CT 06106

April 11, 2002

Hon. Michael R. Sheldon
400 Grand Street
Waterbury, CT 06702

Re: A.C. 22894 Eugene M. Grant v. Alliance Capital, Inc.

Dear Judge Sheldon:

Enclosed is a motion to enter default or in the alternative to terminate stay filed in the captioned matter which I am sending to you pursuant to P.B Section 61-11 (d). Following the requisite hearing, please return your ruling on the motion to this office. An addressed envelope is enclosed for your convenience.

Thank you for your assistance.

Very truly yours,
/S/Carolyn C. Ziogas
Assistant Clerk-Appellate

Encl:
Cc: Clerk, Waterbury Superior Court, (CV01-0167457S)
CCZ/er

Michele T. Angers, Deputy Chief Clerk 860-757-2229/Paul S. Hartan, Asst. Clerk 860-757-2249
Alan M. Gannuscio, Asst. Clerk 860-757-2242/Susan C. Reeve Asst. Clerk 860-757-2224
Cynthia M. Gworek, Asst. Clerk 860-757-2149/Carolyn C. Ziogas, Asst. Clerk 860-757-2153

APPENDIX A21

STATE OF CONNECTICUT

Francis J. Drumm, Jr. **SUPREME COURT** 231 capitol Avenue
Chief Clerk **APPELLATE COURT** Drawer Z. Station A
860-757-2200 Hartford, CT 06106

April 11, 2002

Hon. Michael R. Sheldon
400 Grand Street
Waterbury, CT 06702

Re: A.C. 22897 Eugene M. Grant v. The Alliance Foundation, Inc., Inc.

Dear Judge Sheldon:

Enclosed is a motion to enter default or in the alternative to terminate stay filed in the captioned matter which I am sending to you pursuant to P.B Section 61-11 (d). Following the requisite hearing, please return your ruling on the motion to this office. An addressed envelope is enclosed for your convenience.

Thank you for your assistance.

Very truly yours,
/S/Carolyn C. Ziogas for
Deputy Chief Clerk

Encl:
Cc: Clerk, Waterbury Superior Court, (CV01-0167556S)
ct

Michele T. Angers, Deputy Chief Clerk 860-757-2229/Paul S. Hartan, Asst. Clerk 860-757-2249
Alan M. Gannuscio, Asst. Clerk 860-757-2242/Susan C. Reeve Asst. Clerk 860-757-2224
Cynthia M. Gworek, Asst. Clerk 860-757-2149/Carolyn C. Ziogas, Asst. Clerk 860-757-2153

APPENDIX A22

STATE OF CONNECTICUT

Francis J. Drumm, Jr. **SUPREME COURT** 231 capitol Avenue
Chief Clerk **APPELLATE COURT** Drawer Z. Station A
860-757-2200 Hartford, CT 06106

April 11, 2002

Hon. Michael R. Sheldon
400 Grand Street
Waterbury, CT 06702

Re: A.C. 22896 The Alliance Foundation, Inc. et al. v. Eugene Grant, et al.

Dear Judge Sheldon:

Enclosed is a motion to enter default or in the alternative to terminate stay filed in the captioned matter which I am sending to you pursuant to P.B Section 61-11 (d). Following the requisite hearing, please return your ruling on the motion to this office. An addressed envelope is enclosed for your convenience.

Thank you for your assistance.

Very truly yours,
/S/Carolyn C. Ziogas for
Michele T. Angers
Deputy Chief Clerk

Encl:
Cc: Clerk, Waterbury Superior Court, (CV01-0167482S) ct

Michele T. Angers, Deputy Chief Clerk 860-757-2229/Paul S. Hartan, Asst. Clerk 860-757-2249
Alan M. Gannuscio, Asst. Clerk 860-757-2242/Susan C. Reeve Asst. Clerk 860-757-2224
Cynthia M. Gworek, Asst. Clerk 860-757-2149/Carolyn C. Ziogas, Asst. Clerk 860-757-2153

APPENDIX A23

SUPREME COURT
STATE OF CONNECTICUT

NO. SC 16717

DTL-USA, INC., ET AL.
V.
RIDGEFIELD BANK :APRIL 19, 2002

ORDER

THE MOTION OF THE APPELLANTS, FILED APRIL 15, 2002, FOR RECONSIDERATION, HAVING BEEN PRESENTED TO THE COURT, IT IS HEREBY ORDERED DENIED.

BY THE COURT (SULLIVAN, C.J.)
BY /S/MICHELE T. ANGERS
DEPUTY CHIEF CLERK

NOTICE SENT: APRIL 19, 2002
HALLORAN & SAGE, LLP
YVONNE LIEBEL, PRO SE
JOYCE MORIN 363/011369

APPENDIX A24

SUPREME COURT
STATE OF CONNECTICUT

NO. SC 16718
THE VISITING NURSE ASSOCIATION OF RIDGEFIELD
V.
THE ALLIANCE FOUNDATION, INC. :APRIL 19, 2002

ORDER

THE MOTION OF THE APPELLANTS, FILED APRIL 15, 2002, FOR RECONSIDERATION, HAVING BEEN PRESENTED TO THE COURT, IT IS HEREBY ORDERED DENIED.

BY THE COURT (SULLIVAN, C.J.)
BY /S/MICHELE T. ANGERS
DEPUTY CHIEF CLERK

NOTICE SENT: APRIL 19, 2002
HERBERT F. ROSENBERG
JOHN R. WILLIAMS
YVONNE LIEBEL, PRO SE

363/011370

APPENDIX A25

SUPREME COURT
STATE OF CONNECTICUT

NO. SC 16719
EUGENE GRANT
V.
ALLIANCE CAPITAL, INC. :APRIL 19, 2002

ORDER

THE MOTION OF THE APPELLANTS, FILED APRIL 15, 2002, FOR RECONSIDERATION, HAVING BEEN PRESENTED TO THE COURT, IT IS HEREBY ORDERED DENIED.

BY THE COURT (SULLIVAN, C.J.)
BY /S/MICHELE T. ANGERS
DEPUTY CHIEF CLERK

NOTICE SENT: APRIL 19, 2002
ROBINSON & COLE, LLP
YVONNE LIEBEL, PRO SE
KEVIN AHERN
JOYCE MORIN 363/011371

APPENDIX A26

SUPREME COURT
STATE OF CONNECTICUT

NO. SC 16721
EUGENE M. GRANT
V.
ALLIANCE CAPITAL, INC. :APRIL 19, 2002

ORDER

THE MOTION OF THE APPELLANTS, FILED APRIL 15, 2002, FOR RECONSIDERATION, HAVING BEEN PRESENTED TO THE COURT, IT IS HEREBY ORDERED DENIED.

BY THE COURT (SULLIVAN, C.J.)
BY /S/ MICHELE T. ANGERS
DEPUTY CHIEF CLERK

NOTICE SENT: APRIL 19, 2002
ROBINSON & COLE, LLP
YVONNE LIEBEL, PRO SE
KEVIN AHERN
JOYCE MORIN 363/011372

APPENDIX A27

SUPREME COURT
STATE OF CONNECTICUT

NO. SC 16722
THE ALLIANCE FOUNDATION, INC., ET AL
V.
EUGENE GRANT ET AL :APRIL 19, 2002

ORDER

THE MOTION OF THE APPELLANTS, FILED APRIL 15, 2002, FOR RECONSIDERATION, HAVING BEEN PRESENTED TO THE COURT, IT IS HEREBY ORDERED DENIED.

BY THE COURT (SULLIVAN, C.J.)
BY /S/ MICHELE T. ANGERS
DEPUTY CHIEF CLERK

NOTICE SENT: APRIL 19, 2002
ROBINSON & COLE, LLP
HALLORAN & SAGE, LLP
CURTIS MALLET-PREVOST COLT & MOSLE, LLP
YVONNE LIEBEL, PRO SE
JOYCE MORIN 363/011373

APPENDIX A28

SUPREME COURT
STATE OF CONNECTICUT

NO. SC 16723
EUGENE M. GRANT
V.
THE ALLIANCE FOUNDATION, INC. :APRIL 19, 2002

ORDER

THE MOTION OF THE APPELLANTS, FILED APRIL 15, 2002, FOR RECONSIDERATION, HAVING BEEN PRESENTED TO THE COURT, IT IS HEREBY ORDERED DENIED.

BY THE COURT (SULLIVAN, C.J.)
BY /S/MICHELE T. ANGERS
DEPUTY CHIEF CLERK

NOTICE SENT: APRIL 19, 2002
ROBINSON & COLE, LLP
YVONNE LIEBEL, PRO SE
KEVIN AHERN
JOYCE MORIN

363/011369

APPENDIX A29

APPELLATE COURT
STATE OF CONNECTICUT

AC 22832
THE VISITING NURSE ASSOCIATION OF RIDGEFIELD
V.
THE ALLIANCE FOUNDATION, INC. :APRIL 19, 2002

ORDER

THE MOTION OF YVONNE LIEBEL, FILED APRIL 19, 2002, FOR STAY OF PROCEEDINGS HAVING BEEN PRESENTED TO THE COURT, IT IS HER EBY ORDERED DISMISSED.

BY THE COURT
BY /S/MICHELE T. ANGERS
DEPUTY CHIEF CLERK

NOTICE SENT: APRIL 19, 2002
HERBERT F. ROSENBERG
JOHN R. WILLIAMS
YVONNE LIEBEL
HOUSING AT DANBURY SP02-10636
GF

1000/013085

APPENDIX A30

NO. (X02) CV-01-0167482-S
THE ALLIANCE FOUNDATION, INC. ET AL. : **SUPERIOR COURT**
:
: **J.D. OF WATERBURY**
v. :**COMPLEX LITIGATION**
: **DOCKET**
EUGENE GRANT, ET AL. : **MARCH 12, 2002**

MEMORANDUM ORDER RE: MOTION TO APPEAR ON BEHALF OF THE CORPORATIONS : THE ALLIANCE FOUNDATION, INC.; ALLIANCE INTERNATIONAL DEVELOPMENT CORP.; ALLIANCE CAPITAL, INC.; DTL-USA, INC.; AND GENERAL HOMES, INC. (THE "ALLIANCE ENTITIES")

On or about February 5, 2002, pro se plaintiff Yvonne Liebel moved this Court, "pursuant to her capacity as pro se in the above matter and shareholder/officer/partner/founder/founder/CEO and representative of the above corporations," for permission to appear personally on behalf of all of her above-named co-plaintiffs, which she described as the "Alliance Entities." In support of this motion, Ms. Liebel referenced several documents previously filed with the Court which purportedly detail a 5-year effort by her to secure zealous legal representation for the plaintiffs in their dispute with these defendants despite what she claims to have "severe interference by the defendants." Among the forms of interference of

which Ms. Liebel has accused the defendants are: a break-in to the offices of The Alliance Foundation ("the Foundation") in Ridgefield, Connecticut and the flooding of the Foundation's accounting documents; problems with mail, telephone and security systems at the Foundation's offices; problems with renewal of insurance policies managed by local agents; manipulation of loan documents and appraisals by her lender, which allegedly barred financing of this litigation and may cause the loss of her house; severe changes to the water (well) and air quality of her residence due to the presence of bromine, which caused her upper respiratory problems, dizziness, headaches and other conditions; forced departure from her contaminated home, at a huge expense, to stay in hotels where computers were available to prepare Court pleadings for this case; removal of evidence from her rooms and her car while she stayed in these hotels; racking of her car windshield when the car was parked in security parking; vandalism at her house when the outside lights suddenly went out in early July of 2001; and her father's suffering of a stroke when he was apparently in excellent health.

Some of these events have been documented; others have not. None, however, has been tied to any of these defendants except by Ms. Liebel's unsupported accusations. Hence, their occurrence, though surely distressing to Ms. Liebel, afford this Court no basis for giving the plaintiffs special treatment in their quest for self representation.

Even, however, if the defendants were somehow implicated in the conduct alleged against them, the plaintiffs' remedy in this case would not be permission from the Court to represent themselves without a lawyer. The rule in this State is very clear: a corporation cannot represent itself in a judicial proceeding, and a corporate officer or shareholder who is not a lawyer cannot do so on its behalf. *See, e.g.*, Triton Associates v. Six New Corp., 14 Conn. App. 172, 176, 540 A.2d 95 (1988) (distinguishing and limiting to its facts the case of Margaret Maunder Associates, Inc. v. A-Copy, Inc., 40 Conn. Sup. 361, 499 A.2d 1172 (1985), where a corporation which

originally filed a small claims action pro se, as permitted by Practice book Section 552 (now Section 24-6), was allowed to represent itself without counsel after the case was transferred to the regular docket at the instance of its opponent); **Expressway associates II v. Friendly Ice Cream Corp.**, 34 Conn. App. 543, 547 n. 7, 642 A.2d 62 (1994) (quoting **Triton Associates**, supra, for the proposition, and thereby expressly confirming, that "(i)n Connecticut, a corporation may not appear pro se... A corporation may not appear by an officer of the corporation who is not an attorney." (Citations omitted.0) The Court will not violate that rule in this case, and thereby sanction the unauthorized practice of law. See Conn. Gen. Stat. Section 51-88(a).

For the foregoing reasons, the court hereby DENIES Ms. Liebel's motion to appear and gives notice to all parties that the corporate plaintiffs will be nonsuited on Monday, march 25, 2002 unless, by 5:00 p.m. on Friday, march 22, 2002, new counsel both appear for them and deliver true copies of their appearances to the Court. Delivery of copies of appearances to the Court may be accomplished either personally, by courier, or by fax transmission as long as the Court receives them by the 5:00 p.m. deadline on march 22, 2002.

IT IS SO ORDERED this 12th day of March, 2002.

/S/_____, J.
MICHAEL R. SHELDON

APPENDIX A31

NO. (X02) CV-01-0167456-S
EUGENE M. GRANT : SUPERIOR COURT
: J.D. OF WATERBURY
v. :COMPLEX LITIGATION
: DOCKET
THE ALLIANCE FOUNDATION, INC. : MARCH 12, 2002

MEMORANDUM ORDER RE:
MOTION FOR JOINDER OF ADDITIONAL DEFENDANT

On February 18, 2002, Ms. Yvonne Libel moved this Court for permission to join in this action as an additional party defendant. In support of said motion, Ms. Liebel filed an affidavit representing that : (1) she is a plaintiff in a related action now pending before this Court, entitled the alliance foundation, Inc. V. Eugene Grant, et al., docket No. (X02) CV 01 0167482 S; (2) that defendant Alliance Capital, Inc. ("Alliance") has no funds with which to finance this litigation as a result of the conduct of plaintiff Eugene Grant, and thus has relied upon Ms. Liebel to prepare, file and finance all documents connected to this litigation since December 1999; (3) that Ms. Liebel, though not a party to this action, has a substantial interest in it by virtue of the pendency of the other related action, the substantial personal and financial investment she has made in Alliance and its mission since it was established in 1990, and the personal expenditure by her of substantial sums of money to finance this litigation to date; and (4) that she is unable to secure zealous counsel to represent Alliance capital in this litigation, and thus joining her as an additional defendant would allow her to indirectly represent the interests of alliance herein.

The plaintiff opposes this motion on several grounds, which this court finds persuasive. First, ms. Liebel does not have a direct and personal interest in the outcome of this proceeding. The claims presented in this action concern a corporation. Whatever ms. Liebel's personal involvement with or investment in that

corporation, the plaintiff's claim for damages is made only against the corporation, the plaintiff's claim for damages is made only against the corporation, not against her. Indeed, no facts appear anywhere, either in the plaintiff's complaint or in Ms. Liebel's motion for joinder, to suggest that her personal interests will be directly affected by any judgment adverse to the defendant. Hence her involvement is not necessary to a full and fair determination of the issues presented in this case.

Second, since Ms. Liebel's true purpose, as candidly discloses, is to 'indirectly" represent the defendant corporations, of which she is an officer and shareholder, her attempted intervention must be rejected because, by approving it, the Court would sanction two practices not permitted by Connecticut law: Corporate self-representation in civil proceedings: *See, e.g.*, **Triton Associates v. Six New Corp.**, 14 Conn. App. 172, 176, 540 A.2d 95 (1988); and the unauthorized practice of law. Conn. Gen. Stat. Section 51-88 (a). The rule in this State is very clear: a corporation cannot represent itself in a judicial proceeding, and a corporate officer or shareholder who is not a lawyer cannot do so on its behalf. *See, e.g.*, **Triton Associates v. Six New Corp.**, 14 Conn. App. 172, 176, 540 A.2d 95 (1988) (distinguishing and limiting to its facts the case of **Margaret Maunder Associates, Inc. v. A-Copy, Inc.**, 40 Conn. Sup. 361, 499 A.2d 1172 (1985), where a corporation which originally filed a small claims action pro se, as permitted by Practice book Section 552 (now Section 24-6), was allowed to represent itself without counsel after the case was transferred to the regular docket at the instance of its opponent); **Expressway associates II v. Friendly Ice Cream Corp.**, 34 Conn. App. 543, 547 n. 7, 642 A.2d 62 (1994) (quoting **Triton Associates**, supra, for the proposition, and thereby expressly confirming, that "(i)n Connecticut, a corporation may not appear pro se... A corporation may not appear by an officer of the corporation who is not an attorney." (Citations omitted.0) The Court will not violate that rule in this case, and thereby sanction the unauthorized practice of law. See Conn. Gen. Stat. Section 51-88(a).

For the forgoing reasons, the Court hereby DENIES Ms. Liebel's motion for joinder of additional defendant and gives notice to all parties that alliance will be defaulted on Monday, march 25, 2002 unless, by 5:00 p.m. on Friday, march 22, 2002, new counsel both appears for it and delivers a true copy of this or her appearance to the court. Delivery of the copy of counsel's appearance to the Court may be accomplished either personally, by courier, or by fax transmission as long as the Court receives it by the 5:00 p.m. deadline on march 22, 2002.

IT IS SO ORDERED this 12th day of March, 2002.

/S/_____, J.
MICHAEL R. SHELDON

APPENDIX A32

NO. (X02) CV-01-0167457-S
EUGENE M. GRANT : SUPERIOR COURT
: J.D. OF WATERBURY
v. :COMPLEX LITIGATION
: DOCKET
ALLIANCE CAPITAL, INC. : MARCH 12, 2002

MEMORANDUM ORDER RE:
MOTION FOR JOINDER OF ADDITIONAL DEFENDANT

On February 18, 2002, Ms. Yvonne Libel moved this Court for permission to join in this action as an additional party defendant. In support of said motion, Ms. Liebel filed an affidavit representing that : (1) she is a plaintiff in a related action now pending before this Court, entitled the alliance foundation, Inc. V.

Eugene Grant, et al., docket No. (X02) CV 01 0167482 S; (2) that defendant Alliance Capital, Inc. ("Alliance") has no funds with which to finance this litigation as a result of the conduct of plaintiff Eugene Grant, and thus has relied upon Ms. Liebel to prepare, file and finance all documents connected to this litigation since December 1999; (3) that Ms. Liebel, though not a party to this action, has a substantial interest in it by virtue of the pendency of the other related action, the substantial personal and financial investment she has made in Alliance and its mission since it was established in 1990, and the personal expenditure by her of substantial sums of money to finance this litigation to date; and (4) that she is unable to secure zealous counsel to represent Alliance capital in this litigation, and thus joining her as an additional defendant would allow her to indirectly represent the interests of alliance herein.

The plaintiff opposes this motion on several grounds, which this court finds persuasive. First, ms. Liebel does not have a direct and personal interest in the outcome of this proceeding. The claims presented in this action concern a corporation. Whatever ms. Liebel's personal involvement with or investment in that corporation, the plaintiff's claim for damages is made only against the corporation, the plaintiff's claim for damages is made only against the corporation, not against her. Indeed, no facts appear anywhere, either in the plaintiff's complaint or in Ms. Liebel's motion for joinder, to suggest that her personal interests will be directly affected by any judgment adverse to the defendant. Hence her involvement is not necessary to a full and fair determination of the issues presented in this case.

Second, since Ms. Liebel's true purpose, as candidly discloses, is to 'indirectly" represent the defendant corporations, of which she is an officer and shareholder, her attempted intervention must be rejected because, by approving it, the Court would sanction two practices not permitted by Connecticut law: Corporate self-representation in civil proceedings: *See, e.g.*, Triton Associates v. Six New Corp., 14 Conn. App. 172, 176, 540 A.2d 95 (1988); and the

unauthorized practice of law. Conn. Gen. Stat. Section 51-88 (a). The rule in this State is very clear: a corporation cannot represent itself in a judicial proceeding, and a corporate officer or shareholder who is not a lawyer cannot do so on its behalf. *See, e.g.*, **Triton Associates v. Six New Corp.**, 14 Conn. App. 172, 176, 540 A.2d 95 (1988) (distinguishing and limiting to its facts the case of **Margaret Maunder Associates, Inc. v. A-Copy, Inc.**, 40 Conn. Sup. 361, 499 A.2d 1172 (1985), where a corporation which originally filed a small claims action pro se, as permitted by Practice book Section 552 (now Section 24-6), was allowed to represent itself without counsel after the case was transferred to the regular docket at the instance of its opponent); **Expressway associates II v. Friendly Ice Cream Corp.**, 34 Conn. App. 543, 547 n. 7, 642 A.2d 62 (1994) (quoting **Triton Associates**, supra, for the proposition, and thereby expressly confirming, that "(i)n Connecticut, a corporation may not appear pro se... A corporation may not appear by an officer of the corporation who is not an attorney." (Citations omitted.0) The Court will not violate that rule in this case, and thereby sanction the unauthorized practice of law. See Conn. Gen. Stat. Section 51-88(a).

For the forgoing reasons, the Court hereby DENIES Ms. Liebel's motion for joinder of additional defendant and gives notice to all parties that alliance will be defaulted on Monday, march 25, 2002 unless, by 5:00 p.m. on Friday, march 22, 2002, new counsel both appears for it and delivers a true copy of this or her appearance to the court. Delivery of the copy of counsel's appearance to the Court may be accomplished either personally, by courier, or by fax transmission as long as the Court receives it by the 5:00 p.m. deadline on march 22, 2002.

IT IS SO ORDERED this 12th day of March, 2002.

/S/_____, J.
MICHAEL R. SHELDON

APPENDIX A33

NO. (X02) CV-01-0167458-S
EUGENE M. GRANT : SUPERIOR COURT
: J.D. OF WATERBURY
v. :COMPLEX LITIGATION
: DOCKET
ALLIANCE CAPITAL, INC. : MARCH 12, 2002

MEMORANDUM ORDER RE:
MOTION FOR JOINDER OF ADDITIONAL DEFENDANT

On February 18, 2002, Ms. Yvonne Libel moved this Court for permission to join in this action as an additional party defendant. In support of said motion, Ms. Liebel filed an affidavit representing that : (1) she is a plaintiff in a related action now pending before this Court, entitled the alliance foundation, Inc. V. Eugene Grant, et al., docket No. (X02) CV-01 0167482 S; (2) that defendant Alliance Capital, Inc. ("Alliance") has no funds with which to finance this litigation as a result of the conduct of plaintiff Eugene Grant, and thus has relied upon Ms. Liebel to prepare, file and finance all documents connected to this litigation since December 1999; (3) that Ms. Liebel, though not a party to this action, has a substantial interest in it by virtue of the pendency of the other related action, the substantial personal and financial investment she has made in Alliance and its mission since it was established in 1990, and the personal expenditure by her of substantial sums of money to finance this litigation to date; and (4) that she is unable to secure zealous counsel to represent Alliance capital in this litigation, and thus joining her as an additional defendant would allow her to indirectly represent the interests of alliance herein.

The plaintiff opposes this motion on several grounds, which this court finds persuasive. First, ms. Liebel does not have a direct and personal interest in the outcome of this proceeding. The claims presented in this action concern a corporation. Whatever ms. Liebel's personal involvement with or investment in that corporation, the plaintiff's claim for damages is made only against the corporation, the plaintiff's claim for damages is made only against the corporation, not against her. Indeed, no facts appear anywhere, either in the plaintiff's complaint or in Ms. Liebel's motion for joinder, to suggest that her personal interests will be directly affected by any judgment adverse to the defendant. Hence her involvement is not necessary to a full and fair determination of the issues presented in this case.

Second, since Ms. Liebel's true purpose, as candidly discloses, is to 'indirectly" represent the defendant corporations, of which she is an officer and shareholder, her attempted intervention must be rejected because, by approving it, the Court would sanction two practices not permitted by Connecticut law: Corporate self-representation in civil proceedings: *See, e.g.*, **Triton Associates v. Six New Corp**., 14 Conn. App. 172, 176, 540 A.2d 95 (1988); and the unauthorized practice of law. Conn. Gen. Stat. Section 51-88 (a). The rule in this State is very clear: a corporation cannot represent itself in a judicial proceeding, and a corporate officer or shareholder who is not a lawyer cannot do so on its behalf. *See, e.g.*, **Triton Associates v. Six New Corp**., 14 Conn. App. 172, 176, 540 A.2d 95 (1988) (distinguishing and limiting to its facts the case of **Margaret Maunder Associates, Inc. v. A-Copy, Inc.**, 40 Conn. Sup. 361, 499 A.2d 1172 (1985), where a corporation which originally filed a small claims action pro se, as permitted by Practice book Section 552 (now Section 24-6), was allowed to represent itself without counsel after the case was transferred to the regular docket at the instance of its opponent); **Expressway associates II v. Friendly Ice Cream Corp**., 34 Conn. App. 543, 547 n. 7, 642 A.2d 62 (1994) (quoting **Triton Associates**, supra, for the proposition, and thereby expressly confirming, that "(i)n Connecticut, a corporation may not appear

pro se... A corporation may not appear by an officer of the corporation who is not an attorney." (Citations omitted.0) The Court will not violate that rule in this case, and thereby sanction the unauthorized practice of law. See Conn. Gen. Stat. Section 51-88(a).

For the forgoing reasons, the Court hereby DENIES Ms. Liebel's motion for joinder of additional defendant and gives notice to all parties that alliance will be defaulted on Monday, march 25, 2002 unless, by 5:00 p.m. on Friday, march 22, 2002, new counsel both appears for it and delivers a true copy of this or her appearance to the court. Delivery of the copy of counsel's appearance to the Court may be accomplished either personally, by courier, or by fax transmission as long as the Court receives it by the 5:00 p.m. deadline on march 22, 2002.

IT IS SO ORDERED this 12th day of March, 2002.

/S/_____, J.
MICHAEL R. SHELDON

APPENDIX A34

HAND WRITTEN COVER PAGE SIGNED BY HON. MICHAEL R. SHELDON TO MEMORANDUM ERDER RE: MOTION TO ENTER NONSUIT OR IN THE ALTERNATIVE TO TERMINATE STAY DATED APRIL 26, 2002, IN ALL ACTIONS PENDING IN HIS COURT, THE WATERBURY SUPERIOR COURT, COMPLEX LITIGATION DOCKET.

LOGO

SUPERIOR COURT
COMPLEX LITIGATION DOCKET
400 GRAND STREET
WATERBURY, CT 06702
Phone: (203) 236-8232
Fax: (203) 236-8234

Hon. Michael R. Sheldon

TO: Counsel and parties in Alliance Foundation v. Grant and Grant v. Alliance Foundation. Grant v. Alliance Capital, Inc. and Grant v. Alliance Capital, Inc.
FROM: Hon. Michael R. Sheldon
RE: Motions to Terminate Stay
DATE: 4/26/02

MESSAGE: The motions to terminate stay have been granted by the issuance of the attached memorandum orders. Each —(not legible)– the Memorandum Order appealed from, but those Memorandum Orders have not been resent to you along with this fax transmission. Originals are being sent to the Appellate Court this afternoon.

/S/ Judge Michael Sheldon.

TOTAL PAGES, INCLUDING THIS PAGE: 15

APPENDIX A35

AC22896
NO. (X02) CV-01-0167482-S

THE ALLIANCE FOUNDATION, INC. ETAL	**: SUPERIOR COURT**
	: J.D. OF WATERBURY
v.	**:COMPLEX LITIGATION**
	: DOCKET
EUGENE GRANT, ET AL.	**: APRIL 26, 2002**

MEMORANDUM ORDER RE:
MOTION TO ENTER NONSUIT OR IN THE ALTERNATIVE TO TERMINATE STAY

Upon considering the arguments presented by the parties in support of and in opposition to the Motion to Enter Nonsuit or In

The Alternative To Terminate Stay of defendant-appellees Eugene Grant, Richard Solomon and Robert Nagro dated April 9, 2002, this Court concludes, for the following reasons, that said motion must be GRANTED, and thus that any stay effected by the filing of the instant appeal must be terminated forthwith, subject to the provisions of practice book Section 61-14:

1. The plaintiff-appellant's appeal claims error in this Court's denial of her motion to appear as counsel on behalf of her co-plaintiffs, the Alliance Entities, dated February 5, 2002. The Court denied the motion to appear because the plaintiff-appellee is not a lawyer.

2. Any stay effected by the filing of this appeal should be terminated because the appeal is interlocutory in form and frivolous on its merits.

3. The order appealed from, which is attached hereto, is not a final judgment as to any dispute pending in this case between the plaintiff-appellee and the defendants.

4. Moreover, the order is based on established rules of Connecticut law barring non-lawyers from practicing law and corporate officers from representing their corporate principals.

5. For the foregoing reasons, the Court concludes that the due administration of justice requires the immediate termination of any stay effected by the filing of the plaintiff-appellant's appeal, subject to the provisions of practice book section 61-14.

IT IS SO ORDERED this 26th day of April, 2002.

/S/_____,J.
MICHAEL R. SHELDON

APPENDIX A36

AC 22897
NO. (X02) CV-01-0167556-S

EUGENE M. GRANT	: SUPERIOR COURT
	: J.D. OF WATERBURY
v.	:COMPLEX LITIGATION
	: DOCKET
THE ALLIANCE FOUNDATION, INC.	: APRIL 26, 2002

MEMORANDUM ORDER RE:
MOTION TO ENTER NONSUIT OR IN THE
ALTERNATIVE TO TERMINATE STAY

Upon considering the arguments presented by the parties in support of and in opposition to plaintiff-appellee Eugene grant's motion To Enter Default Or In The Alternative To Terminate Stay dated April 9, 2002, this Court concludes, for the following reasons, that said motion must be granted, and thus that any Stay effected by the filing of the instant appeal must be terminated forthwith, subject to the provisions of Practice Book Section 61-14:

1. The defendant's appeal claims error in this Court's denial of Ms. Yvonne Liebel's Motion for Joinder Of New Party Defendant ("Motion For Joinder") dated February 18, 2002. That Motion was not filed or joined in by defendant, The Alliance foundation, inc. ("Alliance"), a Connecticut corporation, nor could it have been prosecuted by Alliance since at all times relevant to the Motion, alliance was unrepresented by counsel. Accordingly, though the Court's decision on the Motion may constitute a final judgment as to Ms. Liebel, it does not constitute a judgment of any kind on any of the issues pending between Eugene Grant and Alliance. Hence, even if the Appellate Court determines that it has jurisdiction over Ms. Liebel's personal claim that she

has a right to be joined as a party herein, there is no reason to stay the plaintiff's action against Alliance.

2. Although this Court believes that the merits of Ms. Liebel's claim on appeal are irrelevant to this Motion, since the motion concerns only her personal claims, the Court is of the view that her appeal is frivolous for the reasons stated in its attached memorandum Order which is the subject of said appeal. In brief, Ms. Liebel has no cognizable personal interest in this case, and her true purpose for seeking to become a party is admittedly to represent the defendant "indirectly," which Connecticut law forbids.

3. The Court believes that Ms. Liebel seriously desires to become a party in this case, and thus cannot find that she has taken this appeal "only for delay," within the meaning of practice Book Section 61-11 (c). Even so, it notes that her motion For Joinder was not filed until several weeks after the Court-imposed deadline of December 15, 2001, by which Alliance, which had consented through ms. Liebel to the withdrawal of its prior counsel, was to have appeared through new counsel in this case. It also notes that this appeal, was filed on the eve of a later deadline, set by the Court when it denied Ms. Liebel's Motion For Joinder, when Alliance was to have been defaulted if new counsel had not yet appeared for it.

4. Against this background, and taking account of the advanced age of plaintiff Eugene Grant, the Court believes that the due administration of justice requires that any stay effected by the filing of Ms. Liebel's appeal be terminated forthwith, subject to the provisions of Practice Book Section 61-14.

IT IS SO ORDERED this 26th day of April, 2002.

/S/_____, J.

Michael R. Sheldon

APPENDIX A37

AC 22894
NO. (X02) CV-01-0167457-S

EUGENE M. GRANT	: SUPERIOR COURT
	: J.D. OF WATERBURY
v.	:COMPLEX LITIGATION
	: DOCKET
ALLIANCE CAPITAL, INC.	: APRIL 26, 2002

MEMORANDUM ORDER RE:
MOTION TO ENTER NONSUIT OR IN THE
ALTERNATIVE TO TERMINATE STAY

Upon considering the arguments presented by the parties in support of and in opposition to plaintiff-appellee Eugene grant's motion To Enter Default Or In The Alternative To Terminate Stay dated April 9, 2002, this Court concludes, for the following reasons, that said motion must be granted, and thus that any Stay effected by the filing of the instant appeal must be terminated forthwith, subject to the provisions of Practice Book Section 61-14:

1. The defendant's appeal claims error in this Court's denial of Ms. Yvonne Liebel's Motion for Joinder Of New Party Defendant ("Motion For Joinder") dated February 18, 2002. That Motion was not filed or joined in by defendant, The Alliance foundation, inc. ("Alliance"), a Connecticut corporation, nor could it have been prosecuted by Alliance since at all times relevant to the Motion, alliance was unrepresented by counsel. Accordingly, though the Court's decision on the Motion may constitute a final judgment as to Ms. Liebel, it does not constitute a judgment of any kind on any of the issues pending between Eugene Grant and Alliance. Hence, even if the Appellate Court determines that it has jurisdiction over Ms. Liebel's personal claim that she

has a right to be joined as a party herein, there is no reason to stay the plaintiff's action against Alliance.

2. Although this Court believes that the merits of Ms. Liebel's claim on appeal are irrelevant to this Motion, since the motion concerns only her personal claims, the Court is of the view that her appeal is frivolous for the reasons stated in its attached memorandum Order which is the subject of said appeal. In brief, Ms. Liebel has no cognizable personal interest in this case, and her true purpose for seeking to become a party is admittedly to represent the defendant "indirectly," which Connecticut law forbids.

3. The Court believes that Ms. Liebel seriously desires to become a party in this case, and thus cannot find that she has taken this appeal "only for delay," within the meaning of practice Book Section 61-11 (c). Even so, it notes that her motion For Joinder was not filed until several weeks after the Court-imposed deadline of December 15, 2001, by which Alliance, which had consented through ms. Liebel to the withdrawal of its prior counsel, was to have appeared through new counsel in this case. It also notes that this appeal, was filed on the eve of a later deadline, set by the Court when it denied Ms. Liebel's Motion For Joinder, when Alliance was to have been defaulted if new counsel had not yet appeared for it.

4. Against this background, and taking account of the advanced age of plaintiff Eugene Grant, the Court believes that the due administration of justice requires that any stay effected by the filing of Ms. Liebel's appeal be terminated forthwith, subject to the provisions of Practice Book Section 61-14.

IT IS SO ORDERED this 26th day of April, 2002.

/S/_____, J.
Michael R. Sheldon

APPENDIX A38

AC 22895
NO. (X02) CV-01-0167458 S

EUGENE M. GRANT	: SUPERIOR COURT
	: J.D. OF WATERBURY
v.	:COMPLEX LITIGATION
	: DOCKET
ALLIANCE CAPITAL, INC.	: APRIL 26, 2002

MEMORANDUM ORDER RE:
MOTION TO ENTER NONSUIT OR IN THE
ALTERNATIVE TO TERMINATE STAY

Upon considering the arguments presented by the parties in support of and in opposition to plaintiff-appellee Eugene grant's motion To Enter Default Or In The Alternative To Terminate Stay dated April 9, 2002, this Court concludes, for the following reasons, that said motion must be granted, and thus that any Stay effected by the filing of the instant appeal must be terminated forthwith, subject to the provisions of Practice Book Section 61-14:

1. The defendant's appeal claims error in this Court's denial of Ms. Yvonne Liebel's Motion for Joinder Of New Party Defendant ("Motion For Joinder") dated February 18, 2002. That Motion was not filed or joined in by defendant, The Alliance foundation, inc. ("Alliance"), a Connecticut corporation, nor could it have been prosecuted by Alliance since at all times relevant to the Motion, alliance was unrepresented by counsel. Accordingly, though the Court's decision on the Motion may constitute a final judgment as to Ms. Liebel, it does not constitute a judgment of any kind on any of the issues pending between Eugene Grant and Alliance. Hence, even if the Appellate Court determines that it has jurisdiction over Ms. Liebel's personal claim that she

has a right to be joined as a party herein, there is no reason to stay the plaintiff's action against Alliance.

2. Although this Court believes that the merits of Ms. Liebel's claim on appeal are irrelevant to this Motion, since the motion concerns only her personal claims, the Court is of the view that her appeal is frivolous for the reasons stated in its attached memorandum Order which is the subject of said appeal. In brief, Ms. Liebel has no cognizable personal interest in this case, and her true purpose for seeking to become a party is admittedly to represent the defendant "indirectly," which Connecticut law forbids.

3. The Court believes that Ms. Liebel seriously desires to become a party in this case, and thus cannot find that she has taken this appeal "only for delay," within the meaning of practice Book Section 61-11 (c). Even so, it notes that her motion For Joinder was not filed until several weeks after the Court-imposed deadline of December 15, 2001, by which Alliance, which had consented through ms. Liebel to the withdrawal of its prior counsel, was to have appeared through new counsel in this case. It also notes that this appeal, was filed on the eve of a later deadline, set by the Court when it denied Ms. Liebel's Motion For Joinder, when Alliance was to have been defaulted if new counsel had not yet appeared for it.

4. Against this background, and taking account of the advanced age of plaintiff Eugene Grant, the Court believes that the due administration of justice requires that any stay effected by the filing of Ms. Liebel's appeal be terminated forthwith, subject to the provisions of Practice Book Section 61-14.

IT IS SO ORDERED this 26th day of April, 2002.

/S/_____, J.

Michael R. Sheldon

APPENDIX A39

STATE OF CONNECTICUT

Francis J. Drumm, Jr. **SUPREME COURT** 231 capitol Avenue
Chief Clerk **APPELLATE COURT** Drawer Z. Station A
860-757-2200 Hartford, CT 06106

May 7, 2002

Re: A.C. 22832 Visiting Nurse Association v. The Alliance Foundation, Inc. et al.

Dear Counsel and Pro Se Parties:

It appears that the appeal filed on or about april 26, 2002 in the above-captioned matter is actually an amended appeal since it is taken from a ruling made subsequent to the filing of the original appeal (A.C. 22832). Pursuant to Practice Book section 61-9, the latest "appeal" filed in this matter is treated as an amendment to the original appeal.

For any future filings in this matter, please use docket number A.C. 22832.

Sincerely,
/S/Francis J. Drumm, Jr.
Chief Clerk

Michele T. Angers, Deputy Chief Clerk 860-757-2229/Paul S. Hartan, Asst. Clerk 860-757-2249
Alan M. Gannuscio, Asst. Clerk 860-757-2242/Susan C. Reeve Asst. Clerk 860-757-2224
Cynthia M. Gworek, Asst. Clerk 860-757-2149/Carolyn C. Ziogas, Asst. Clerk 860-757-2153

APPENDIX A40

STATE OF CONNECTICUT

Francis J. Drumm, Jr. **SUPREME COURT** 231 capitol Avenue
Chief Clerk **APPELLATE COURT** Drawer Z. Station A
860-757-2200 Hartford, CT 06106

May 8, 2002

MS. Yvonne Liebel
8913 Olimpic blvd; Suite 101
Beverly Hills, CA 90211

Re:

Visiting Nurse Association of Ridgefield, Inc. v. The Alliance Foundation, Inc.
DBD CV02-0010636S
DTL-USA, Inc. et al v. Ridgefield Bank
DBD CV00-0338142S
The Alliance Foundation, Inc., et al. v. Eugene Grant et al.
UWY CV01-0167482S
Eugene M. Grant v. The Alliance Foundation, Inc.
UWY CV01-01667556S
Eugene M. Grant v. Alliance Capital, Inc.
UWY CV01-0167457S
Eugene M. Grant v. Alliance Capital, Inc.
UWY CV01-0167458S

Dear Ms. Liebel:

The Chief Justice yesterday denied your "Application for Certification to the Connecticut Supreme Court Pursuant to General Statute Section 51-199(9) 52-265a."

Very truly yours,
/S/Francis J. Drumm, Jr.

Michele T. Angers, Deputy Chief Clerk 860-757-2229/Paul S. Hartan, Asst. Clerk 860-757-2249
Alan M. Gannuscio, Asst. Clerk 860-757-2242/Susan C. Reeve Asst. Clerk 860-757-2224
Cynthia M. Gworek, Asst. Clerk 860-757-2149/Carolyn C. Ziogas, Asst. Clerk 860-757-2153

Cc:
John R. Williams
Herbert F. Rosenberg
Robinson & Cole, LLP
Kevin W. Ahern
Joyce Morin
Halloran & Sage, LLP
Curtis Mallet-Prevost, Colt & Mosle
Clerk, Danbury Judicial District
Clerk, Waterbury Judicial District
Hon. James P. Ginnochio
Hon. Michael R. Sheldon
Hon. Gary J. White

APPENDIX A41

APPELLATE COURT
STATE OF CONNECTICUT

AC 22897
EUGENE M. GRANT
V.
THE ALLIANCE FOUNDATION, INC.

May 22, 2002

ORDER

THE MOTION OF THE APPELLANT, FILED APRIL 15, 2002, FOR A STAY OF PROCEEDINGS, HAVING BEEN PRESENTED TO THE COURT, IT IS HEREBY ORDERED DISMISSED. IT IS HEREBY ORDERED, SUA SPONTE, THAT MS. YVONNE LIEBEL IS PROHIBITED FROM FILING ANY FURTHER DOCUMENTS OR APPEALS WITH THIS COURT ON BEHALF OF ANY CORPORATE ENTITY. IT IS FURTHER ORDERED, SUA SPONTE, THAT MS. LIEBEL IS PROHIBITED FROM FILING ANY FURTHER MOTIONS RELATED TO THE APPEALS DISMISSED THIS DATE AND ANY FURTHER INTERLOCUTORY APPEALS IN THESE MATTERS. THE APPELLATE CLERK IS ORDERED NOT TO ACCEPT, AND TO RETURN, ANY FURTHER DOCUMENTS OR APPEALS FILED IN VIOLATION OF THIS ORDER.

BY THE COURT

BY /S/MICHELE T. ANGERS
DEPUTY CHIEF CLERK

NOTICE SENT: 5/23/02
ROBINSON & COLE, LLP
YVONNE LIEBEL, PRO SE
KEVIN AHERN
JOYCE MORIN
CLERK, WATERBURY (CV01 0167556S)
HON. MICHAEL R. SHELDON
bjm #1008/0131770

APPENDIX A42

APPELLATE COURT
STATE OF CONNECTICUT

AC 22897
EUGENE M. GRANT
V.
THE ALLIANCE FOUNDATION, INC.

May 22, 2002

ORDER

THE MOTION OF THE APPELLANT, FILED APRIL 19, 2002, FOR A STAY OF PROCEEDINGS, HAVING BEEN PRESENTED TO THE COURT, IT IS HEREBY ORDERED DISMISSED. IT IS HEREBY ORDERED, SUA SPONTE, THAT MS. YVONNE LIEBEL IS PROHIBITED FROM FILING ANY FURTHER DOCUMENTS OR APPEALS WITH THIS COURT ON BEHALF OF ANY CORPORATE ENTITY. IT IS FURTHER ORDERED, SUA SPONTE, THAT MS. LIEBEL IS PROHIBITED FROM FILING ANY FURTHER MOTIONS RELATED TO THE APPEALS DISMISSED THIS DATE AND ANY FURTHER INTERLOCUTORY APPEALS IN THESE MATTERS. THE APPELLATE CLERK IS ORDERED NOT TO ACCEPT, AND TO RETURN, ANY FURTHER DOCUMENTS OR APPEALS FILED IN VIOLATION OF THIS ORDER.

BY THE COURT

BY /S/ MICHELE T. ANGERS
DEPUTY CHIEF CLERK

NOTICE SENT: 5/23/02
ROBINSON & COLE, LLP
YVONNE LIEBEL, PRO SE
KEVIN AHERN
JOYCE MORIN
CLERK, WATERBURY (CV01 0167556S)
HON. MICHAEL R. SHELDON
Bjm #1019/013129

APPENDIX A43

APPELLATE COURT
STATE OF CONNECTICUT

AC 22897
EUGENE M. GRANT
V.
THE ALLIANCE FOUNDATION, INC.

May 22, 2002

ORDER

THE MOTION OF THE APPELLANT, FILED APRIL 15, 2002, TO CONSOLIDATE, HAVING BEEN PRESENTED TO THE COURT, IT IS HEREBY ORDERED DENIED. IT IS HEREBY ORDERED, SUA SPONTE, THAT MS. YVONNE LIEBEL IS PROHIBITED FROM FILING ANY FURTHER DOCUMENTS OR APPEALS WITH THIS COURT ON BEHALF OF ANY CORPORATE ENTITY. IT IS FURTHER ORDERED, SUA SPONTE, THAT MS. LIEBEL IS PROHIBITED FROM FILING ANY FURTHER MOTIONS RELATED TO THE APPEALS DISMISSED THIS DATE AND ANY FURTHER INTERLOCUTORY APPEALS IN THESE MATTERS. THE APPELLATE CLERK IS ORDERED NOT TO ACCEPT, AND TO RETURN, ANY FURTHER DOCUMENTS OR APPEALS FILED IN VIOLATION OF THIS ORDER.

BY THE COURT

BY /S/MICHELE T. ANGERS
DEPUTY CHIEF CLERK

NOTICE SENT: 5/23/02
ROBINSON & COLE, LLP
YVONNE LIEBEL, PRO SE
KEVIN AHERN

JOYCE MORIN
CLERK, WATERBURY (CV01 0167556S)
HON. MICHAEL R. SHELDON
bjm #1009/013171

APPENDIX A44

APPELLATE COURT
STATE OF CONNECTICUT

AC 22897
EUGENE M. GRANT
V.
THE ALLIANCE FOUNDATION, INC.

May 22, 2002

ORDER

THE MOTION OF THE APPELLEE EUGENE M. GRANT, FILED APRIL 11, 2002, TO DISMISS APPEAL, HAVING BEEN PRESENTED TO THE COURT, IT IS HEREBY ORDERED GRANTED. THE APPEAL AND THE AMENDED APPEAL ARE HEREBY DISMISSED. IT IS HEREBY ORDERED, SUA SPONTE, THAT MS. YVONNE LIEBEL IS PROHIBITED FROM FILING ANY FURTHER DOCUMENTS OR APPEALS WITH THIS COURT ON BEHALF OF ANY CORPORATE ENTITY. IT IS FURTHER ORDERED, SUA SPONTE, THAT MS. LIEBEL IS PROHIBITED FROM FILING ANY FURTHER MOTIONS RELATED TO THE APPEALS DISMISSED THIS DATE AND ANY FURTHER INTERLOCUTORY APPEALS IN THESE MATTERS. THE APPELLATE CLERK IS ORDERED NOT TO ACCEPT, AND TO RETURN, ANY FURTHER DOCUMENTS OR APPEALS FILED IN VIOLATION OF THIS ORDER.

BY THE COURT
BY /S/MICHELE T. ANGERS

DEPUTY CHIEF CLERK

NOTICE SENT: 5/23/02
ROBINSON & COLE, LLP
YVONNE LIEBEL, PRO SE
KEVIN AHERN
JOYCE MORIN
CLERK, WATERBURY (CV01 0167556S)
HON. MICHAEL R. SHELDON
bjm #963/3057

APPENDIX A45

APPELLATE COURT
STATE OF CONNECTICUT

AC 22896
THE ALLIANCE FOUNDATION, INC.
V.
EUGENE GRANT ET AL

Order Date: MAY 22, 2002

ORDER

THE MOTION OF THE APPELLANT, FILED APRIL 15, 2002, TO CONSOLIDATE, HAVING BEEN PRESENTED TO THE COURT, IT IS HEREBY ORDERED DENIED. IT IS HEREBY ORDERED, SUA SPONTE, THAT MS. YVONNE LIEBEL IS PROHIBITED FROM FILING ANY FURTHER DOCUMENTS OR APPEALS WITH THIS COURT ON BEHALF OF ANY CORPORATE ENTITY. IT IS FURTHER ORDERED, SUA SPONTE, THAT MS. LIEBEL IS PROHIBITED FROM FILING ANY FURTHER MOTIONS RELATED TO THE APPEALS DISMISSED THIS DATE AND ANY FURTHER INTERLOCUTORY APPEALS IN THESE MATTERS. THE APPELLATE CLERK IS ORDERED

NOT TO ACCEPT, AND TO RETURN, ANY FURTHER DOCUMENTS OR APPEALS FILED IN VIOLATION OF THIS ORDER.

BY THE COURT

BY /S/MICHELE T. ANGERS
DEPUTY CHIEF CLERK

APPENDIX A46

APPELLATE COURT
STATE OF CONNECTICUT

AC 22896
THE ALLIANCE FOUNDATION, INC.
V.
EUGENE GRANT ET AL

Order Date: MAY 22, 2002

ORDER

THE MOTION OF THE APPELLANT, FILED APRIL 15, 2002, FOR STAY OF PROCEEDINGS, HAVING BEEN PRESENTED TO THE COURT, IT IS HEREBY ORDERED DISMISSED. IT IS HEREBY ORDERED, SUA SPONTE, THAT MS. YVONNE LIEBEL IS PROHIBITED FROM FILING ANY FURTHER DOCUMENTS OR APPEALS WITH THIS COURT ON BEHALF OF ANY CORPORATE ENTITY. IT IS FURTHER ORDERED, SUA SPONTE, THAT MS. LIEBEL IS PROHIBITED FROM FILING ANY FURTHER MOTIONS RELATED TO THE APPEALS DISMISSED THIS DATE AND ANY FURTHER INTERLOCUTORY APPEALS IN THESE MATTERS. THE APPELLATE CLERK IS ORDERED NOT TO ACCEPT, AND TO RETURN, ANY FURTHER DOCUMENTS OR APPEALS FILED IN VIOLATION OF THIS ORDER.

BY THE COURT

BY /S/MICHELE T. ANGERS
DEPUTY CHIEF CLERK

APPENDIX A47

APPELLATE COURT
STATE OF CONNECTICUT

AC 22896
THE ALLIANCE FOUNDATION, INC.
V.
EUGENE GRANT ET AL
Order Date: MAY 22, 2002

ORDER

THE MOTION OF THE APPELLANT, FILED APRIL 19, 2002, FOR STAY OF PROCEEDINGS, HAVING BEEN PRESENTED TO THE COURT, IT IS HEREBY ORDERED DISMISSED. IT IS HEREBY ORDERED, SUA SPONTE, THAT MS. YVONNE LIEBEL IS PROHIBITED FROM FILING ANY FURTHER DOCUMENTS OR APPEALS WITH THIS COURT ON BEHALF OF ANY CORPORATE ENTITY. IT IS FURTHER ORDERED, SUA SPONTE, THAT MS. LIEBEL IS PROHIBITED FROM FILING ANY FURTHER MOTIONS RELATED TO THE APPEALS DISMISSED THIS DATE AND ANY FURTHER INTERLOCUTORY APPEALS IN THESE MATTERS. THE APPELLATE CLERK IS ORDERED NOT TO ACCEPT, AND TO RETURN, ANY FURTHER DOCUMENTS OR APPEALS FILED IN VIOLATION OF THIS ORDER.

BY THE COURT

BY /S/MICHELE T. ANGERS
DEPUTY CHIEF CLERK

APPENDIX A48

APPELLATE COURT
STATE OF CONNECTICUT

AC 22896
THE ALLIANCE FOUNDATION, INC.
V.
EUGENE GRANT ET AL
Order Date: MAY 22, 2002

ORDER

THE MOTION OF THE APPELLEES, EUGENE GRANT, RICHARD SOLOMON AND ROBERT NAGRO, FILED APRIL 11, 2002, TO DISMISS APPEAL, HAVING BEEN PRESENTED TO THE COURT, IT IS HEREBY ORDERED GRANTED. THE APPEAL AND THE AMENDED APPEAL ARE HEREBY DISMISSED. IT IS HEREBY ORDERED, SUA SPONTE, THAT MS. YVONNE LIEBEL IS PROHIBITED FROM FILING ANY FURTHER DOCUMENTS OR APPEALS WITH THIS COURT ON BEHALF OF ANY CORPORATE ENTITY. IT IS FURTHER ORDERED, SUA SPONTE, THAT MS. LIEBEL IS PROHIBITED FROM FILING ANY FURTHER MOTIONS RELATED TO THE APPEALS DISMISSED THIS DATE AND ANY FURTHER INTERLOCUTORY APPEALS IN THESE MATTERS. THE APPELLATE CLERK IS ORDERED NOT TO ACCEPT, AND TO RETURN, ANY FURTHER DOCUMENTS OR APPEALS FILED IN VIOLATION OF THIS ORDER.

BY THE COURT

BY /S/MICHELE T. ANGERS
DEPUTY CHIEF CLERK

APPENDIX A49

APPELLATE COURT
STATE OF CONNECTICUT

AC 22895
EUGENE GRANT ET AL
V.
ALLIANCE CAPITAL, INC.
Order Date: MAY 22, 2002

ORDER

THE MOTION OF THE APPELLANT, FILED APRIL 19, 2002, FOR STAY OF PROCEEDINGS, HAVING BEEN PRESENTED TO THE COURT, IT IS HEREBY ORDERED DISMISSED. IT IS HEREBY ORDERED, SUA SPONTE, THAT MS. YVONNE LIEBEL IS PROHIBITED FROM FILING ANY FURTHER DOCUMENTS OR APPEALS WITH THIS COURT ON BEHALF OF ANY CORPORATE ENTITY. IT IS FURTHER ORDERED, SUA SPONTE, THAT MS. LIEBEL IS PROHIBITED FROM FILING ANY FURTHER MOTIONS RELATED TO THE APPEALS DISMISSED THIS DATE AND ANY FURTHER INTERLOCUTORY APPEALS IN THESE MATTERS. THE APPELLATE CLERK IS ORDERED NOT TO ACCEPT, AND TO RETURN, ANY FURTHER DOCUMENTS OR APPEALS FILED IN VIOLATION OF THIS ORDER.

BY THE COURT

BY /S/CAROLYN C. ZIOGAS
ASSISTANT CLERK-APPELLATE

NOTICE SENT: 5/23/02
ROBINSON & COLE, LLP
YVONNE LIEBEL, PRO SE
KEVIN W. AHERN
JOYCE A. MORIN

CLERK, WATERBURY SUPERIOR COURT (CV01- 0167458 S)
dcm 1010/3107

APPENDIX A50

APPELLATE COURT
STATE OF CONNECTICUT

AC 22895
EUGENE GRANT ET AL
V.
ALLIANCE CAPITAL, INC.
Order Date: MAY 22, 2002

ORDER

THE MOTION OF THE APPELLANT, FILED APRIL 19, 2002, FOR STAY OF PROCEEDINGS, HAVING BEEN PRESENTED TO THE COURT, IT IS HEREBY ORDERED DISMISSED. IT IS HEREBY ORDERED, SUA SPONTE, THAT MS. YVONNE LIEBEL IS PROHIBITED FROM FILING ANY FURTHER DOCUMENTS OR APPEALS WITH THIS COURT ON BEHALF OF ANY CORPORATE ENTITY. IT IS FURTHER ORDERED, SUA SPONTE, THAT MS. LIEBEL IS PROHIBITED FROM FILING ANY FURTHER MOTIONS RELATED TO THE APPEALS DISMISSED THIS DATE AND ANY FURTHER INTERLOCUTORY APPEALS IN THESE MATTERS. THE APPELLATE CLERK IS ORDERED NOT TO ACCEPT, AND TO RETURN, ANY FURTHER DOCUMENTS OR APPEALS FILED IN VIOLATION OF THIS ORDER.

BY THE COURT

BY /S/CAROLYN C. ZIOGAS
ASSISTANT CLERK-APPELLATE

NOTICE SENT: 5/23/02
ROBINSON & COLE, LLP

YVONNE LIEBEL, PRO SE
KEVIN W. AHERN
JOYCE A. MORIN
CLERK, WATERBURY SUPERIOR COURT (CV01- 0167458 S)
Dcm 1020/3109

APPENDIX A51

APPELLATE COURT
STATE OF CONNECTICUT

AC 22895
EUGENE GRANT ET AL
V.
ALLIANCE CAPITAL, INC.
Order Date: MAY 22, 2002

ORDER

THE MOTION OF THE APPELLEE EUGENE M. GRANT, FILED APRIL 11, 2002, TO DISMISS APPEAL HAVING BEEN PRESENTED TO THE COURT, IT IS HEREBY ORDERED GRANTED. THE APPEAL AND THE AMENDED APPEAL ARE DISMISSED. IT IS HEREBY ORDERED, SUA SPONTE, THAT MS. YVONNE LIEBEL IS PROHIBITED FROM FILING ANY FURTHER DOCUMENTS OR APPEALS WITH THIS COURT ON BEHALF OF ANY CORPORATE ENTITY. IT IS FURTHER ORDERED, SUA SPONTE, THAT MS. LIEBEL IS PROHIBITED FROM FILING ANY FURTHER MOTIONS RELATED TO THE APPEALS DISMISSED THIS DATE AND ANY FURTHER INTERLOCUTORY APPEALS IN THESE MATTERS. THE APPELLATE CLERK IS ORDERED NOT TO ACCEPT, AND TO RETURN, ANY FURTHER DOCUMENTS OR APPEALS FILED IN VIOLATION OF THIS ORDER.

BY THE COURT

BY /S/CAROLYN C. ZIOGAS
ASSISTANT CLERK-APPELLATE

NOTICE SENT: 5/23/02
ROBINSON & COLE, LLP
KEVIN AHERN JOYCE MORIN
HON. MICHAEL R. SHELDON YVONNE LIEBEL, PRO SE
CLERK, WATERBURY SUPERIOR COURT (CV01- 0167458 S)
PAC dcm 965/3054

APPENDIX A52

APPELLATE COURT
STATE OF CONNECTICUT

AC 22894
EUGENE GRANT ET AL
V.
ALLIANCE CAPITAL, INC.
Order Date: MAY 22, 2002

ORDER

THE MOTION OF THE APPELLEE EUGENE M. GRANT, FILED APRIL 11, 2002, TO DISMISS APPEAL HAVING BEEN PRESENTED TO THE COURT, IT IS HEREBY ORDERED GRANTED. THE APPEAL AND THE AMENDED APPEAL ARE DISMISSED. IT IS HEREBY ORDERED, SUA SPONTE, THAT MS. YVONNE LIEBEL IS PROHIBITED FROM FILING ANY FURTHER DOCUMENTS OR APPEALS WITH THIS COURT ON BEHALF OF ANY CORPORATE ENTITY. IT IS FURTHER ORDERED, SUA SPONTE, THAT MS. LIEBEL IS PROHIBITED FROM FILING ANY FURTHER MOTIONS RELATED TO THE APPEALS DISMISSED THIS DATE AND ANY FURTHER INTERLOCUTORY APPEALS IN THESE MATTERS. THE APPELLATE CLERK IS ORDERED NOT TO ACCEPT, AND TO RETURN, ANY FURTHER

DOCUMENTS OR APPEALS FILED IN VIOLATION OF THIS ORDER.

BY THE COURT

BY /S/CAROLYN C. ZIOGAS
ASSISTANT CLERK-APPELLATE

NOTICE SENT: 5/23/02
ROBINSON & COLE, LLP
KEVIN AHERN JOYCE MORIN
HON. MICHAEL R. SHELDON YVONNE LIEBEL, PRO SE
CLERK, WATERBURY SUPERIOR COURT (CV01- 0167457 S)
PAC MKM 966/3058

APPENDIX A53

APPELLATE COURT
STATE OF CONNECTICUT

AC 22894
EUGENE GRANT ET AL
V.
ALLIANCE CAPITAL, INC.
Order Date: MAY 22, 2002

ORDER

THE MOTION OF THE APPELLANT, FILED APRIL 15, 2002, TO STAY PROCEEDINGS, HAVING BEEN PRESENTED TO THE COURT, IT IS HEREBY ORDERED DISMISSED. IT IS HEREBY ORDERED, SUA SPONTE, THAT MS. YVONNE LIEBEL IS PROHIBITED FROM FILING ANY FURTHER DOCUMENTS OR APPEALS WITH THIS COURT ON BEHALF OF ANY CORPORATE ENTITY. IT IS FURTHER ORDERED, SUA SPONTE, THAT MS. LIEBEL IS PROHIBITED FROM FILING ANY FURTHER MOTIONS RELATED TO THE APPEALS DISMISSED

THIS DATE AND ANY FURTHER INTERLOCUTORY APPEALS IN THESE MATTERS. THE APPELLATE CLERK IS ORDERED NOT TO ACCEPT, AND TO RETURN, ANY FURTHER DOCUMENTS OR APPEALS FILED IN VIOLATION OF THIS ORDER.

BY THE COURT

BY /S/CAROLYN C. ZIOGAS
ASSISTANT CLERK-APPELLATE

NOTICE SENT: 5/23/02
ROBINSON & COLE, LLP
KEVIN AHERN JOYCE MORIN
HON. MICHAEL R. SHELDON YVONNE LIEBEL, PRO SE
CLERK, WATERBURY SUPERIOR COURT (CV01- 0167457 S)
MKM 1012

APPENDIX A54

APPELLATE COURT
STATE OF CONNECTICUT

AC 22894
EUGENE GRANT ET AL
V.
ALLIANCE CAPITAL, INC.
Order Date: MAY 22, 2002

ORDER

THE MOTION OF THE APPELLANT, FILED APRIL 15, 2002, TO CONSOLIDATE, HAVING BEEN PRESENTED TO THE COURT, IT IS HEREBY ORDERED DENIED. IT IS HEREBY ORDERED, SUA SPONTE, THAT MS. YVONNE LIEBEL IS PROHIBITED FROM FILING ANY FURTHER DOCUMENTS OR APPEALS WITH THIS COURT ON BEHALF OF ANY

CORPORATE ENTITY. IT IS FURTHER ORDERED, SUA SPONTE, THAT MS. LIEBEL IS PROHIBITED FROM FILING ANY FURTHER MOTIONS RELATED TO THE APPEALS DISMISSED THIS DATE AND ANY FURTHER INTERLOCUTORY APPEALS IN THESE MATTERS. THE APPELLATE CLERK IS ORDERED NOT TO ACCEPT, AND TO RETURN, ANY FURTHER DOCUMENTS OR APPEALS FILED IN VIOLATION OF THIS ORDER.

BY THE COURT

BY /S/CAROLYN C. ZIOGAS
ASSISTANT CLERK-APPELLATE

NOTICE SENT: 5/23/02
ROBINSON & COLE, LLP
KEVIN AHERN

JOYCE MORIN
YVONNE LIEBEL, PRO SE

MKM 1013/3105

APPENDIX A55

APPELLATE COURT
STATE OF CONNECTICUT

AC 22894
EUGENE GRANT ET AL
V.
ALLIANCE CAPITAL, INC.
Order Date: MAY 22, 2002

ORDER

THE MOTION OF THE APPELLANT, FILED APRIL 19, 2002, FOR STAY OF PROCEEDINGS, HAVING BEEN PRESENTED TO THE COURT, IT IS HEREBY ORDERED DENIED. IT IS HEREBY ORDERED, SUA SPONTE, THAT MS. YVONNE LIEBEL

IS PROHIBITED FROM FILING ANY FURTHER DOCUMENTS OR APPEALS WITH THIS COURT ON BEHALF OF ANY CORPORATE ENTITY. IT IS FURTHER ORDERED, SUA SPONTE, THAT MS. LIEBEL IS PROHIBITED FROM FILING ANY FURTHER MOTIONS RELATED TO THE APPEALS DISMISSED THIS DATE AND ANY FURTHER INTERLOCUTORY APPEALS IN THESE MATTERS. THE APPELLATE CLERK IS ORDERED NOT TO ACCEPT, AND TO RETURN, ANY FURTHER DOCUMENTS OR APPEALS FILED IN VIOLATION OF THIS ORDER.

BY THE COURT

BY /S/CAROLYN C. ZIOGAS
ASSISTANT CLERK-APPELLATE

NOTICE SENT: 5/23/02
ROBINSON & COLE, LLP
KEVIN AHERN JOYCE MORIN
HON. MICHAEL R. SHELDON YVONNE LIEBEL, PRO SE
CLERK, WATERBURY SUPERIOR COURT (CV01-0067457 S)
MKM 1021/3106

APPENDIX A56

APPELLATE COURT
STATE OF CONNECTICUT

AC 22894
EUGENE GRANT ET AL
V.
ALLIANCE CAPITAL, INC.
Order Date: MAY 22, 2002

ORDER

THE MOTION OF THE APPELLANT, FILED APRIL 15, 2002, TO CONSOLIDATE, HAVING BEEN PRESENTED TO THE COURT, IT IS HEREBY ORDERED DENIED. IT IS HEREBY ORDERED, SUA SPONTE, THAT MS. YVONNE LIEBEL IS PROHIBITED FROM FILING ANY FURTHER DOCUMENTS OR APPEALS WITH THIS COURT ON BEHALF OF ANY CORPORATE ENTITY. IT IS FURTHER ORDERED, SUA SPONTE, THAT MS. LIEBEL IS PROHIBITED FROM FILING ANY FURTHER MOTIONS RELATED TO THE APPEALS DISMISSED THIS DATE AND ANY FURTHER INTERLOCUTORY APPEALS IN THESE MATTERS. THE APPELLATE CLERK IS ORDERED NOT TO ACCEPT, AND TO RETURN, ANY FURTHER DOCUMENTS OR APPEALS FILED IN VIOLATION OF THIS ORDER.

BY THE COURT

BY /S/CAROLYN C. ZIOGAS
ASSISTANT CLERK-APPELLATE

NOTICE SENT: 5/23/02
ROBINSON & COLE, LLP
KEVIN AHERN

JOYCE MORIN
YVONNE LIEBEL, PRO SE

MKM 1013/3105

APPENDIX A57

APPELLATE COURT
STATE OF CONNECTICUT

AC 22892
DTL-USA, INC., ET AL.
V.
RIDGEFIELD BANK
Order Date: MAY 22, 2002

ORDER

THE MOTION OF THE APPELLANT, FILED APRIL 15, 2002, TO CONSOLIDATE, HAVING BEEN PRESENTED TO THE COURT, IT IS HEREBY ORDERED DENIED.

BY THE COURT

BY /S/CAROLYN C. ZIOGAS
ASSISTANT CLERK-APPELLATE

NOTICE SENT: 5/23/02
YVONNE LIEBEL, PRO SE
JOYCE MORIN
HALLORAN & SAGE
MKM

015/3103

APPENDIX A58

STATE OF CONNECTICUT

Francis J. Drumm, Jr. **SUPREME COURT** 231 capitol Avenue
Chief Clerk **APPELLATE COURT** Drawer Z. Station A
860-757-2200 Hartford, CT 06106

May 22, 2002

MS. Yvonne Liebel
8913 Olimpic blvd; Suite 101
Beverly Hills, CA 90211

Re:

The Alliance Foundation, Inc., et al. v. Eugene Grant et al.
UWY CV01-0167482S
Eugene M. Grant v. The Alliance Foundation, Inc.

UWY CV01-01667556S
Eugene M. Grant v. Alliance Capital, Inc.
UWY CV01-0167457S
Eugene M. Grant v. Alliance Capital, Inc.
UWY CV01-0167458S
DTL-USA, Inc. et al v. Ridgefield Bank
DBD CV00-0338142S
Visiting Nurse Association of Ridgefield, Inc. v. The Alliance Foundation, Inc.
DBD CV02-0010636S
Rene Heinecke v. Yvonne Liebel
DBD CV98-0333546S

Dear Ms. Liebel:

Justice David M. Borden, Acting Chief Justice, denied your "Application for Certification to the Connecticut Supreme Court Pursuant to General Statute Section 51-199(9) 52-265a; and/or 51-199(2) and/or 51-199(11)."

Very truly yours,
/S/Francis J. Drumm, Jr.

Notice sent: April 5, 2002
Joyce Morin
Kevin Ahern
Robinson & Cole LLP
Clerk, Waterbury J.D. (cv01-0167482S)
Hon. Michael R. Sheldon

APPELLATE COURT
STATE OF CONNECTICUT

AC 22832, AC22893
VISITING NURSE ASSOCIATION

OF RIDGEFIELD, INC.
V.
THE ALLIANCE FOUNDATION

AC 22892
DTL-USA, INC. ET AL.
V.
RIDGEFIELD BANK

AC 22894
EUGENE M. GRANT
V.
ALLIANCE CAPITAL, INC.

AC 22895
EUGENE M. GRANT
V.
ALLIANCE CAPITAL, INC.

AC 22896
THE ALLIANCE FOUNDATION, INC. ET AL
V.
EUGENE GRANT ET AL.

AC 22897
EUGENE M. GRANT
V.
THE ALLIANCE FOUNDATION, INC.

CV98-0333546S (DANBURY)
RENE HEINECKE
V.
YVONNE LIEBEL

ORDER DATE: MAY 22, 2002

Order Date: MAY 22, 2002

ORDER

THE MOTION OF THE APPELLANTS, FILED MAY 21, 2002, TO CONSOLIDATE, HAVING BEEN PRESENTED TO THE COURT, IT IS HEREBY ORDERED DENIED. IT IS HEREBY ORDERED, SUA SPONTE, THAT MS. YVONNE LIEBEL IS PROHIBITED FROM FILING ANY FURTHER DOCUMENTS OR APPEALS WITH THIS COURT ON BEHALF OF ANY CORPORATE ENTITY. IT IS FURTHER ORDERED, SUA SPONTE, THAT MS. LIEBEL IS PROHIBITED FROM FILING ANY FURTHER MOTIONS RELATED TO THE APPEALS DISMISSED THIS DATE AND ANY FURTHER INTERLOCUTORY APPEALS IN THESE MATTERS. THE APPELLATE CLERK IS ORDERED NOT TO ACCEPT, AND TO RETURN, ANY FURTHER DOCUMENTS OR APPEALS FILED IN VIOLATION OF THIS ORDER.

BY THE COURT

BY /S/MICHELE T. ANGERS
ASSISTANT CLERK-APPELLATE

NOTICE SENT: MAY 23, 2002
HERBERT F. ROSENBERG
JOHN R. WILLIAMS
YVONNE LIEBEL, PRO SE
JOYCE MORIN
HALLORAN & SAGE, LLP
ROBINSON & COLE, LLP
KEVIN AHERN
CURTIS MALLET-PREVOST COLT & MOSLE, LLP
NORMAN VOOG
Ct

1145/3247, 1146/3248, 1147/3249, 1148/3250, 1149/3251, 1150/3252, 1151/3244, 1154/3255

APPENDIX A59

DOCKET SHEETS/ENTRIES (hand written)
DANBURY SUPERIOR COURT - HOUSING SESSION

DOCKET NO. SP02-10636
RETURN DATE: JANUARY 29, 2002 0063930
PLAINTIFF: THE VISITING NURSE ASSOCIATION OF RIDGEFIELD, INC.
DEFENDANT: THE ALLIANCE FOUNDATION, INC.
PLTFS. ATTY: HERBERT F. ROSENBERG
DEFTS. ATTYS: JOHN WILLIAMS
YVONNE LIEBEL, LIMITED APPEARANCE

NO.	DATE	NOTICE TO QUIT REASON: NONPAYMENT
2	1/30/02	Objection to motion to consolidate Sustained 2/5/02 White, J
3	1/30/02	Letter Re: Request for Permission to Represent Corporation; Affidavit Denied 2/5/02 White, J.
4	2/4/02	Motion to Default and Appear and Judgment for Possession Granted 2/5/02 White, J.
5	2/5/02	Notice of Judgment
6	2/8/02	Notice Re: Ruling on #2 and #3
7	2/11/02	Appearance
8	2/11/02	Motions to Set Aside Default
9	2/11/02	Motion to Consolidate

10	2/13/02	Motion to Reopen Judgment Granted 2/20/02 Ginocchio, J
11	2/13/02	Motion to Consolidate Denied Ginocchio, J. 3/4/02
12	2/13/02	Memorandum of law
13	2/14/02	Motion for Articulation
14	2/19/02	Motion for Continuance of Argument on Motion to Consolidate
15	2/19/02	Motion for Continuance of Argument
16	2/20/02	Notice Re Motion to open Judgment
17	2/19/02	Appearance (for limited purpose of filing motion for Joinder of Additional Defendant) (and for notice of hearing)
18	2/19/02	Motion for Joinder of Additional Defendant Denied Ginocchio J. 3/4/02
19	2/25/02	Motion for Default for Failure to Plead and Judgment for Possession
20	2/25/02	Objection to Motion to Consolidate
21	2/25/02	Objection to " Motion for Joinder of Additional Defendant."
22	3/1/02	Answer, Affirmative Defense, Counterclaim
23	3/1/02	Amended Answer, Affirmative Defense and Counterclaim
24	3/4/02	Motion for Permission to File Third Party Complaint Denied Ginocchio, J. 3/25/02
25	3/4/02	Memorandum of Law in Support of Motion for Permission to File Third Party Complaint
26	3/4/02	Third Party Complaint
27	3/5/02	Appeal
28	3/8/02	Amended Appeal
29	3/11/02	Motion to Strike Counter-Claim Granted 3/19 02 Ginocchio, J.
30	3/11/02	Plaintiff's Memorandum in Support of Motion to Strike Counter-Claims
31	3/11/02	Request for Admissions

32	3/15/02	Motion to Withdraw Appearance Denied 3/25/02 Ginocchio, J.
33	3/19/02	Notice Re: Motions to Strike Counter-Claim
34	3/21/02	Reply to Affirmative Defense
35	3/25/02	Notice Re: #24

End of Document

STATE OF CONNECTICUT
Superior Court-Geographical Area #3

146 White Street, Danbury, CT 06810 Telephone: (203) 207-8600

Herbert F. Rosenberg, Esq.
80 Grove Street
Ridgefield, CT 06877

John R. Williams, Esq.
51 Elm Street
New Haven, CT 06510

NOTICE OF COURT HEARING

Date: 03/25/2002
The V.N.A. of Ridgefield, Inc. vs. The Alliance Foundation, Inc.
Docket # SP2002-10636

Please be advised that the above referenced case has been assigned for a hearing on 04/22/2002 at 2:00 in Courtroom #2 for the reason given below.

__X__ COURT TRIAL: THE CLAIM IS BEING CONTESTED. Please notify your witnesses, if any, so they can be in court with you. Please bring all other evidence you wish to present.

_____ HEARING IN DAMAGES

All parties are required to appear at the place and time shown above. If you are unable to attend the hearing you must contact the Court not later than the Thursday prior to the hearing date.

CLERK OF THE COURT

End of Document

DOCKET NO. SP202-10636

**********X

THE V.N.A. OF RIDGEFIELD, INC.	:	SUPERIOR COURT OF CONNECTICUT
	:	JUDICIAL DISTRICT OF DANBURY
-VS-		
	:	MARCH 18, 2002
THE ALLIANCE FOUNDATION, INC.		

**********X

CERTIFICATION

This is to certify that I, Anne Marie Zschoche, a court monitor in and for the State of Connecticut, certifies the forgoing is a true and accurate transcript of the court monitored tape taken with reference to the above-entitled matter, heard before the Honorable James P.

Ginnochio, Judge, at the Danbury Superior Court, Danbury, Connecticut, on March 18, 2002.

Dated at Danbury, Connecticut, on this 20th day of March 2002.

BY: /S/ Anne Marie Zschoche
Court Monitor

End of Document

DOCKET NO. SP202-10636

**********X

THE V.N.A. OF RIDGEFIELD, INC. : SUPERIOR COURT OF CONNECTICUT

: JUDICIAL DISTRICT OF DANBURY

-VS-

: MARCH 25, 2002

THE ALLIANCE FOUNDATION, INC.

**********X

CERTIFICATION

This is to certify that I, Marianne Kopko, a court monitor in and for the State of Connecticut, acknowledge the forgoing as a true and accurate transcript of the above-entitled matter as monitored and heard before the Hon. James P. Ginnochio, Judge, at the Danbury Superior Court on March 25, 2002.

Dated at Danbury, Connecticut, on this twenty-third day of April two thousand and two.

BY: /S/ Marianne Kopko
Court Monitor

End of Document

DOCKET NO. SP202-10636

**********X

THE V.N.A. OF RIDGEFIELD, INC. : SUPERIOR COURT OF CONNECTICUT

: JUDICIAL DISTRICT OF DANBURY

-VS-

: April 22, 2002

THE ALLIANCE FOUNDATION, INC.

**********X

CERTIFICATION

This is to certify that I, Anne Marie Zschoche, a court monitor in and for the State of Connecticut, certifies the forgoing is a true and accurate transcript of the court monitored tape taken with reference to the above-entitled matter, heard before the Honorable James P. Ginnochio, Judge, at the Danbury Superior Court, Danbury, Connecticut, on April 22, 2002.

Dated at Danbury, Connecticut, on this 24th day of April 2002.

BY: /S/ Anne Marie Zschoche
Court Monitor

End of Document

APPENDIX A60

Court Decision of April 22, 2002 Trial hearing: Transcript: Page 47 Lines 25-27; Page 48 Lines 1-27; Page 49 Lines 1-27; Page 50 Lines 1-2

"The Court, after consideration of all the evidence, makes a finding of fact — based on Plaintiff's Exhibit 3 — that the defendant did not pay rent for the months of March of 2001, April of 2001, May of 2001, July of - June of 2001. July and August of that year, rent was not paid. The Court makes a finding, based on the testimony of Mrs. Nicholas and a letter dated August 22, 2001— this is Defendant's Exhibit A - that there was an agreement between Ms. Liebel and Ms. Nicholas that - because rent wasn't paid — that there was an August 21st meeting and it was agreed that Ms. Liebel would pay $5,000 in an up-front payment. And then immediately following, in the month of September - that's 2001 — she would make payment of $250. Those payments would last until she could get current. She also indicated, in her letter of August 22nd, that she would expect to refinance 104 Great Hill Road, in Ridgefield, in the next few months: "At which time and from those proceeds I will bring the Foundation current in its financial obligation to your organization, as well as resume its monthly payments of $2,400 as stated in the lease." That's

dated August 22, 2001. It is signed by Ms. Liebel, who is the founder and CEO of the Alliance Foundation. The Court does make a finding that the $5,000 was paid. And it was accepted by the Visiting Nurses Association. But the Court does make a finding that Ms. Liebel did not make the payment in September, for $250 per month, as per the agreement. The record does reflect that -- - or the evidence suggested, on October 9th, that she did send a thousand dollars. And that money was accepted by the Visiting Nurses Association. But it was applied, according to the letter - and let me just get to that letter. All right. The letter, dated – Defendant's Exhibit B. It was applied to the months rent for September and October of 2001. There's a controversy here today as to how the money was to be applied. The intent of both Ms. Nicholas and Ms. Liebel was for the $250 payments to be made every month. This was not paid every month. There was a check of $1,000 sent in October and that was applied for two months rent. The months of November and December was still not paid. In addition, Ms. Liebel was suppose to refinance the property, as stated in Defendant's Exhibit A, and there was no testimony here that she ever refinanced the property and paid the balance of the rent. So the Court, based on all that evidence, is going to rule in favor of the plaintiff and grant immediate possession."

APPENDIX A61

Fax Transmission from Robin Smith, Deputy Chief Clerk, Danbury Superior Court: 5/14/2002 10:58 Fax 203 207 8642 CLERK JD DANBURY

OFFICIAL NOTICE CONNECTICUT LOGO

SUPERIOR COURT

OFFICE OF THE CLERK

TO: HERBERT ROSENBERG, ESQ.
80 GROVE ST.
RIDGEFIELD, CT 06877

JOHN R. WILLIAMS, ESQ.
51 ELM ST.
NEW HAVEN, CT 06510

DOCKET NO.: SP02 10636

_____JUDICIAL DISTRICT OF
_____HOUSING SESSION AT
__3__G.A. NUMBER **DATE::** 5/13/02

ADDRESS OF COURT: 146 WHITE ST. DANBURY, CT 06810

NAME OF CASE: THE VISITING NURSE ASSOCIATION OF RIDGEFIELD, INC. V. THE ALLIANCE FOUNDATION, INC.

____MOTION FOR USE AND OCCUPANCY __GRANTED __DENIED
_X_(Hand Written) Motion to Grant Execution for Immediate Possession of Commercial Premises Notwithstanding Pendency of Defendant's Appeal From Judgment - Granted
Clerk to issue Execution. 5/13/02 (Ginocchio, J.)

* **Pursuant to Practice Book Sec. 352, if you file an appearance in this case before judgment is entered against you, the default for failure to appear shall automatically be set aside by the clerk.**

** **Pursuant to Practice Book Sec. 363 A, If you file an answer before a judgment after default has been entered against you, the default for failure to plead shall automatically be set aside by the clerk. If a claim for hearing in damages or a motion for judgment has been filed, the default may only be set aside by the court.**

Cc: (Hand Written) Yvonne Liebel at Ridgefield, P.O. Box and California address
Appellate Court

/S/ Robin Smith

Deputy Assistant Clerk

APPENDIX A62

SUMMARY PROCESS EXECUTION FOR POSSESSION (EVICTION) NONRESIDENTIAL
JD-HM-34 Rev. 12/2000;C.G.S. SEC. 47a-42a, P.A. 00-99, Sec. 97

STATE OF CONNECTICUT
SUPERIOR COURT
WWW.JUD.STATE.CT.US

DOCKET NO. SP 02 10636 S

COURT
JUDICIAL DISTRICT HOUSING SESSION_____
JUDICIAL DISTRICT_____
GEOGRAPHICAL AREA NO.__3___
ADDRESS OF COURT LOCATION
146 White St., Danbury, CT 06810

DATE OF JUDGMENT
April 22, 2002

NAME AND MAILING ADDRESS OF PLAINTIFF OR ATTORNEY

Herbert F. Rosenberg
Attorney at Law
80 Grove Street
Ridgefield, CT 06877

INSTRUCTIONS TO PLAINTIFF OR ATTORNEY
1. Prepare on typewiter 2. Submit the original and the to the clerk for signature 3. The clerk will return the original to you 4. Make a copy for your records and deliver the original to State Marshal for service on defendants (s)/occupant (s).

NAME (S) OF PLAINTIFF(S) (LANDLORD)	**NAME(S) OF DEFENDANT(S) (TENANT**
The visiting Nurse Association	The Alliance Foundation, Inc.

Of Ridgefield, Inc.

ADDRESS OF PREMISES
90 East Ridge, Ridgefield, CT 06877 (approx.2,300 gross sq. ft.-2nd floor)

TO: Any Proper State Marshal
By the authority of the State of Connecticut, you are commanded to give the Plaintiff(s) possession of the premises above, by putting the Defendants(s) and any other Occupants(s) bound by the judgment out of possession; if the defendant(s) and such other Occupant(s) have not removed all their possessions and personal effects then you shall remain on the premises while the Plaintiff(s), in your presence, prepare(s) an inventory of such possessions and personal effects and provide(s) you with a copy of such inventory. At least 24 hours prior to the date and time of the eviction, you must use reasonable efforts to locate and notify the Defendant(s) and any other Occupant(s) bound by the judgment of the date and time the eviction is to take place.

Make service of true copy upon each defendant and occupant bound by the judgment and due return within 60 days of the date hereof.

/S/ ROBIN J. SMITH,
DEPUTY CHIEF CLERK
DATE SIGNED: 5/13/02

NOTICE TO DEFENDANT (S) AND/OR OCCUPANT (S)

Your landlord has won a judgment against you in this eviction case giving the Plaintiff(s) possession of the premises. This means that **you must move** out of the premises at the address above **by the date given below.**

If you do not move out by that date, this paper gives your landlord the legal right to inventory your possessions and personal effects and to store them in the premises or to remove them and store them elsewhere. If you do not claim your possessions and personal effects and pay the removal and storage costs within 15 days after the date listed below, your possessions and personal effects will be forfeited to the landlord.

(To be completed by State Marshal)

If you do not move your possessions and personal effects on or before

Date At (time)

___.M

---

they may be forfeited to the landlord.

RETURN OF SERVICE

BY VIRTUE OF THE	!ON	!AT(time)	!
FOREGOING EXECUTION	!	! ____.M	!
	!_____	!_____	!

___I notified the Defendant(s) and Occupant(s).

___I used reasonable efforts to locate the Defendant(s) and occupant(s) but was unable to notify the following:

And afterwards,!ON		!AT (Time)	!
	!	! ____.M	!
	!_____	!_____	!

The Defendant's(s) and Occupant's(s) possessions,

_____ had been removed.

_____The Plaintiff(s) prepared an inventory of the Defendant's(s) and Occupant's possessions and personal effects in my presence and provided me with a copy of the inventory.

SIGNED (State Marshal) DATE SIGNED

A TRUE COPY, ATTEST:
/S/ JAMES E. SULLIVAN
MARSHAL, STATE OF CONN.
FAIRFIELD COUNTY

CONSTABLE, TOWN OF RIDGEFIELD
INDIFFERENT PERSON

FEES

APPENDIX A63

APPELLATE COURT

EIGHTH TERM
MAY/JUNE, 2002

ASSIGNMENT FOR DAYS

LISTED WITHIN ARE THE CASES ASSIGNED FOR DISPOSITION DURING THE PERIOD MAY 28 THRU JUNE 12, 2002

1. If a case is assigned for full hearing, the time for oral argument is limited to twenty minutes for each side; for the motion calendar, the time is limited to five minutes each side. See P.B. Section 70-4.

2. Counsel are urged to provide the Appellate Court with a minimum of 48 hours' notice in the event an appeal scheduled for full argument is to be withdrawn. See also P.B. Sections 63-9, 85-2, 85-3.

3. Cases are scheduled for a specific time, not necessarily in the order listed. Counsel must identify themselves to the Clerk in the Courtroom at least 15 minutes before the scheduled time of argument.

4. All cases will be heard at:

COURTHOUSE
95 Washington Street, Hartford, CT
COURTROOM NO. 406
4TH FLOOR

WEDNESDAY, JUNE 5, 2002
10:00 A.M.

IN THE FOLLOWING MATTER, COUNSEL AND PRO SE PARTIES ARE ORDERED TO APPEAR AND GIVE REASONS, IF ANY, WHY THE APPEAL SHOULD NOT BE DISMISSED FOR LACK OF FINAL JUDGMENT. SEE FELLETTER V. THOMPSON, 133 CONN. 277 (1946) AND STATE V. CURCIO, 191 CONN. 27, 31 (1983). COUNSEL AND PRO SE PARTIES ARE ALSO ORDERED TO APPEAR AND GIVE REASONS, IF ANY WHY THE APPEAL OF DTL-USA, INC. SHOULD NOT BE DISMISSED AS THE APPEAL WAS FILED PRO SE BY YVONNE LIEBEL AS PRESIDENT OF THE CORPORATION IN VIOLATION OF G.S. SECTION 51-88A. SEE EXPRESSWAY ASSOCIATES II V. FRIENDLY ICE CREAM, 34 CONN. APP. 543, 546-547, CERT. DENIED, 230 CONN. 915 (1994) AND TRITON ASSOCIATES V. SIX NEW CORP., 14 CONN. APP. 172, 175-176, CERT. DENIED, 208 CONN. 806 (1988).

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(7) **AC22892**
DTL-USA, INC., ET AL.
Yvonne Liebel, pro se
Joyce Morin
V.
RIDGEFIELD BANK
Halloran & Sage, L.L.P.

APPENDIX A64

AC 22892

DTL-USA, INC., ET AL	:	APPELLATE COURT
V.	:	STATE OF CONNECTICUT
RIDGEFIELD BANK	:	JUNE 5, 2002

ORDER

AFTER A HEARING ON THE QUESTION WHY THIS APPEAL SHOULD NOT BE DISMISSED FOR LACK OF FINAL JUDGMENT, AND BECAUSE THE APPEAL OF DTL-USA, INC. WAS FILED PRO SE BY YVONNE LIEBEL AS PRESIDENT OF THE CORPORATION IN VIOLATION OF G.S. SECTION 51-88A, THE APPELLATE COURT, SUA SPONTE, ORDERS THAT THE APPEAL AND THE AMENDED APPEAL SRE DISMISSED. IT IS FURTHER ORDERED, SUA SPONTE, THAT MS. YVONNE LIEBEL IS PROHIBITED FROM FILING ANY FURTHER MOTIONS RELATED TO THIS APPEAL AND ANY FURTHER INTERLOCUTORY APPEALS IN THIS MATTER AND THAT THE APPELLATE CLERK IS ORDERED NOT TO ACCEPT AND TO RETURN ANY FURTHER DOCUMENTS OR APPEALS FILED IN VIOLATION OF THIS ORDER.

BY THE COURT,
/S/CAROLYN C. ZIOGA
ASSISTANT CLERK APPELLATE

NOTICE SENT: 6/6/02
YVONNE LIEBEL, PRO SE
JOYCE MORIN
HALLORAN & SAGE, LLP
PAC
HON. GARY J. WHITE
DANBURY JD CV000338142

APPENDIX A65

APPELLATE COURT
STATE OF CONNECTICUT

AC 22892
DTL-USA, INC., ET AL
V.
RIDGEFIELD BANK
JUNE 5, 2002

ORDER

THE MOTION OF THE APPELLANT, FILED APRIL 15, 2002, FOR STAY OF PROCEEDINGS, HAVING BEEN PRESENTED TO THE COURT, IT IS HEREBY **ORDERED NO ACTION IS NECESSARY.**

BY THE COURT,
/S/CAROLYN C. ZIOGA
ASSISTANT CLERK APPELLATE

NOTICE SENT: 6/6/02
YVONNE LIEBEL, PRO SE
JOYCE MORIN
HALLORAN & SAGE, LLP
HON. GARY J. WHITE
CLERK, J.D. OF DANBURY (CV00-0338142S)

014/3101

APPENDIX A66

APPELLATE COURT
STATE OF CONNECTICUT

AC 22892
DTL-USA, INC., ET AL
V.
RIDGEFIELD BANK
JUNE 5, 2002

ORDER

THE MOTION OF THE APPELLANT, FILED APRIL 19, 2002, FOR STAY OF PROCEEDINGS, HAVING BEEN PRESENTED TO THE COURT, IT IS HEREBY **ORDERED NO ACTION IS NECESSARY.**

BY THE COURT,
/S/CAROLYN C. ZIOGA
ASSISTANT CLERK APPELLATE

NOTICE SENT: 6/6/02
YVONNE LIEBEL, PRO SE
JOYCE MORIN
HALLORAN & SAGE, LLP
HON. GARY J. WHITE
CLERK, J.D. OF DANBURY (CV00-0338142S)

022/3102

APPENDIX A67

This Order was received by Appellants on June 17, 2002 to the California address:

APPELLATE COURT
STATE OF CONNECTICUT

AC 22895
EUGENE GRANT ET AL
V.
ALLIANCE CAPITAL, INC.

Order Date: MAY 22, 2002

CORRECTED ORDER

THE MOTION OF THE APPELLANT, FILED APRIL 15, 2002, FOR STAY OF PROCEEDINGS, HAVING BEEN PRESENTED TO THE COURT, IT IS HEREBY ORDERED DISMISSED. IT IS HEREBY ORDERED, SUA SPONTE, THAT MS. YVONNE LIEBEL IS PROHIBITED FROM FILING ANY FURTHER DOCUMENTS OR APPEALS WITH THIS COURT ON BEHALF OF ANY CORPORATE ENTITY. IT IS FURTHER ORDERED, SUA SPONTE, THAT MS. LIEBEL IS PROHIBITED FROM FILING ANY FURTHER MOTIONS RELATED TO THE APPEALS DISMISSED THIS DATE AND ANY FURTHER INTERLOCUTORY APPEALS IN THESE MATTERS. THE APPELLATE CLERK IS ORDERED NOT TO ACCEPT, AND TO RETURN, ANY FURTHER DOCUMENTS OR APPEALS FILED IN VIOLATION OF THIS ORDER.

BY THE COURT

BY /S/CAROLYN C. ZIOGAS
ASSISTANT CLERK-APPELLATE

NOTICE RESENT: 6/12/02
NOTICE SENT 5/23/02
ROBINSON & COLE, LLP
YVONNE LIEBEL, PRO SE
KEVIN W. AHERN
JOYCE A. MORIN
CLERK, WATERBURY SUPERIOR COURT (CV01- 0167458 S)

ct 1010/3107

Appendix B - Statutory Provisions Involved

The First Amendment of the United States Constitution (Freedom of Speech); **The Sixth Amendment of the United States Constitution** (The Right to Fair representation); **The Fourteenth Amendment of the United States Constitution** (Due Process of Law and Equal Protection of the Law)

Connecticut Rules Of Appellate Procedure:

Section 63-3. Filing Appeal in General: " The original appeal form shall be filed with the clerk of the trial court accompanied by a certification that a copy thereof has been served on each counsel of record in accordance with the provisions of Section 62-7. At the time the appeal is filed, the appellant shall, as set forth in Section 63-5, pay to the clerk of the trial court all required fees. The clerk of the trial court shall endorse on the original appeal form the date and time of filing and the receipt, or waiver, of fees. In addition, in non-criminal matters, the trial court clerk shall, without cost, provide the appellant with a copy of the docket sheet (DS1) listing the counsel for all parties. The trial court clerk shall photocopy the endorsed appeal form and return a copy of it to the appellant, who shall file it forthwith, together with the docket sheet and the papers required by section 63-4, with the appellate clerk. The clerk of the trial court shall also send a copy of the endorsed appeal form to the trial judge and, in criminal matters, to the office of the chief state's attorney, appellate bureau."

Section 63-4. Additional papers to Be Filed by Appellant and Appellee when Filing Appeal: "(a) At the time the appellant sends a copy of the endorsed appeal form and the docket sheet to the appellate clerk, the appellant shall also send the appellate clerk an original and one copy of the following: (1) A preliminary statement of the issues intended for presentation on appeal. If any appellee wishes to (A) present for review alternate grounds upon which the judgment may be affirmed, (B) present for review adverse rulings or

decisions of the court which should be considered on appeal in the event the appellant is awarded a new trial, or (C) claim that a new trial rather than a directed judgment should be ordered if the appellant is successful on the appeal, that appellee shall file a preliminary statement of issues within twenty days from the filing of the appellant's preliminary statement of the issues. Whenever the failure to identify an issue in a preliminary statement of issues prejudices an opposing party, the court may refuse to consider such issue.

(2) A preliminary designation of the specific pleadings in the trial court case file which the appellant deems necessary to include in the record including their dates of filing in the trial court, and, if applicable, their number as listed on the docket sheet.

(3) A certificate stating that that no transcript is deemed necessary, or a copy of the transcript order acknowledgment form (JD-ES-38) with section I thereof completed, filed with the official reporter pursuant to Section 63-8.

(4) A docketing statement containing the following information to the extent known or reasonably ascertainable by the appellant: (i) the names and addresses of all parties to the appeal and their trial and appellate counsel and the names and addresses of all persons having a legal interest in the cause on appeal sufficient to raise a substantial question whether a judge should be disqualified from participating in the decision on the case by virtue of that judge's personal or financial interest in any such persons; (ii) the case names and docket numbers of all pending appeals to the supreme court or appellate court which arise from substantially the same controversy as the cause on appeal, or involve issues closely related to those presented by the appeal; (iii) whether there were exhibits in the trial court; and (iv) in criminal cases, (not applicable.) (5) In all noncriminal matters, a preargument conference statement. (6) ...in all non criminal cases a draft judgment file prepared in the form prescribed by Section 6-2 et seq (7) in all noncriminal cases where the constitutionality of a state statute has been challenged, a notice identifying the statute, the name and address of the party challenging it, and whether the statute's constitutionality was

upheld by the trial court. The appellate clerk shall send a copy of such notice to the attorney general. (b) Except as otherwise provided, a party may as of right file amendments to the preliminary statement of issues or the designation of the pleadings in the trial court case file at any time until that party's brief is filed. Amendments to the docketing statement may be filed at any time. Amendments to the preargument conference statement shall not be presented in writing but may be presented orally at the preargument conference, if one is held. (c) Failure to comply with this rule shall be deemed as sufficient reason to schedule a case for sanctions under Section 85-3 or for dismissal under Section 85-1."

Section 65-4. Transfer of matters brought to Wrong Court: "Any appeal or cause brought to the supreme court or the appellate court which is not properly within the jurisdiction of the court to which it is brought shall not be dismissed for the reason that it was brought to the wrong court but shall be transferred by the appellate clerk to the court with jurisdiction and entered on its docket. Any timely filed appeal or cause transferred shall be considered timely filed in the appropriate court. The appellate clerk shall notify all parties and the clerk of the trial court that the appeal or cause has been transferred. In the event that an appeal or cause is so transferred, no additional fees or security for costs will be due."

Section 61-1 (ii) : Where to appeal. "All appeals go directly to the appellate court except that the following appeals go to the Supreme Court (C.G.S.A. Section 51-199):

(2)decision declaring state (but apparently not federal) statute or constitutional provision unconstitutional;

(9)important cases accepted by the Supreme Court under C.G.S.A. Section 52-265a; (11)any other matter provided by law

Section 61-1(vi). Non-final Judgments. C.G.S.A. Section 52-265a, adopted in 1967, states in relevant part: "Notwithstanding the provisions of sections 52-264 and 52-265, any party to an action who is aggrieved by an order or decision of the Superior Court in an action involving a matter of substantial public interest and in which

delay may work a substantial injustice, may appeal under this section from such order or decision to the Supreme Court within two weeks from the date of the issuance of the order or decision. The Appeal shall state the question of law on which it is based.

Section 61-1; 61-1(4); and 61-1(4)(R) automatically stayed proceedings as follows: Pursuant to 61-1 "An aggrieved party may appeal from final judgment, except as otherwise provided by law"; Pursuant to 61-1(4) a final judgment defined as when "the rights of a party are concluded by the order, and the order terminates a separate and distinct proceedings."; Pursuant to 61-1(4)(R) "Trial court rulings, whether final or not, should be stayable by the appellate court on motion, if necessary, to preserve eventual appellate review."

Section 3-9. Withdrawal of Appearance; Duration of Appearance. (a) An attorney or party whose appearance has been filed shall be deemed to have withdrawn such appearance upon failure to file a written objection within ten days after written notice has been given or mailed to such attorney or party that a new appearance has been filed in place of the appearance of such attorney or party in accordance with section 3-8. (d) Except as provided in subsections (a), (b) and (c), no attorney shall withdraw his or her appearance after it has been entered upon the record of the court without the leave of the court.

Section 3-10. Motion to Withdraw appearance.

(a) No motion for withdrawal of appearance shall be granted unless good cause is shown and until the judicial authority is satisfied that reasonable notice has been given to the party or parties represented by the attorney and to other attorneys of record.

Connecticut General Statute Section 51-88 (a). Practice of law by persons not attorneys : "A person who has not been admitted as an attorney under the provisions of section 51-80 shall not: (1) Practice

law or appear as an attorney-at-law for another, in any court of record in this state."

Notes of Decisions: (7)- Corporations or associations, practice of law. " ...Since a corporation cannot practice law directly, it cannot do so indirectly. Id. The relation of an attorney to his client is pre- allegiance, a conspicuous degree of faithfulness and disinterestedness, absolute integrity and utter renunciation of every personal advantage conflicting in any way directly or indirectly with the interests of his client, and only a human being can conform to these exacting requirements, and hence artificial creations such as corporations or associations cannot meet such requirements, and therefore cannot engage in practice of law. State Bar Ass'n of Conn. V. Connecticut Bank & Trust Co. (1958) 140 A.2d 863, 145 Conn.222.

Connecticut General Statute Section 51-88 (d)(2). Practice of law by persons not attorneys : "(T)he provisions of this section shall not be construed... as prohibiting any person from practicing law or pleading at the bar of any court of this state in his own cause."

Connecticut General Statute Section 51-15. Provides for the commencement of small claim actions by an attorney or other person.

Connecticut General Statute Section 52-73. Municipal corporations may sue and be sued: Towns, societies, communities and corporations may prosecute and defend civil actions, may appoint agents to appear in their behalf and may employ attorneys in such actions. (1949 Rev. Section 7794; 1959, P.A. 152, Section 74.)

P.B. Section "Client-Lawyer relationships" Rule 1.2 "Legal representation should not be denied to people who are unable to afford legal services, or his cause is controversial or the subject of popular disapproval."

Appendix C – Matters Before the Court - Actions joined in this Petition, their respective Courts; Docket history; and Case summaries:

1. **The "Lead Action"** (Case #1- Pending at the Waterbury Superior Court Complex Litigation Docket, at Waterbury, Connecticut):

The Alliance Foundation, Inc,; Yvonne Liebel; Alliance Capital, Inc.; Alliance International Development, Corp.; DTl-USA, Inc. and General Homes, Inc.; Plaintiffs/Petitioners (The "Alliance Entities")

VS.

Eugene Grant; Robert Nagro; Richard Solomon; Ridgefield Bank; Reynolds and Rowella, LLP; Weil, Gotshal and Manges LLP; Bridge to Brotherhood, Inc.; Mark Hoenig; David Stone; Ira Millstein; Marvin Jacob; PricewaterhouseCoopers/ Kesselman & Kesselman LLP; Defendants.

Docket History: CV-00-0338520 (Danbury Superior Court (DSC))(2/00); A.C.21419 (Connecticut Appellate Court (CAC) (11/00); (X05) CV-01-0183182 (Stamford Superior Court Complex Litigation Docket (SCLD)) (3/01); Petition for Writ of Certiorari No. 01-258 (U.S. Supreme Court)(7/01); (X02) CV-01-0167482 (Waterbury Superior Court Complex Litigation Docket (WCLD)) (9/01); S. C. 16722 (Connecticut Supreme Court (CSC)) (3/02); A.C. 22896 (Connecticut Appellate Court (CAC))(4/02)

Note: The Defendant, Reynolds and Rowela, LLP, through its Senior Partner, Thomas Reynolds, is an officer and a board of directors member of the Visiting Nurse Association of Ridgefield, Inc. He is also an officer and a board of directors' member of the Defendant,

the Ridgefield Bank. He and his firm through conspiring with others, almost single handedly brought down the Alliance Foundation, Inc. and its related companies (see sworn affidavit by Mr. Reynolds dated April 28, 2000.

Case Summary: A Third Amended Complaint was filed in Danbury Superior Court on 10/24/00 by order of Hon. Adams J.; Original Summons and Complaint were filed on 2/18/00 against Eugene Grant (Esq.); Richard Solomon and Robert Nagro (officers/directors of the Foundation); The action alleges conspiracy to destroy The Alliance Foundation and defraud the Plaintiffs of their assets; At the center of the Foundation's assets are two breakthrough IRS private-letter-tax-rulings that the Plaintiff, Yvonne Liebel, originated in 1991 and 1996 for the Foundation and equities in five start-up companies that the Foundation assisted between 1993-1998; On or about 7/7/00, the Plaintiffs filed a Motion and Memorandum of Law to Cite In four additional Defendants to the case: Ridgefield Bank; Weil, Gotshal and Manges, LLP; Mark Hoenig, Esq.; and David Stone, Esq.(the Foundation's pro bono attorneys and trustees since 1990). Several days later Hon. Radcliff, J. granted the Plaintiffs' motion. On 11/15/01 Hon. Hiller, J. ordered to cite in Bridge to Brotherhood, Inc. (Weil, Gotshal and Manges' new charity that fraudulently replaced The Alliance Foundation, Inc. and took over its assets); Ira Millstein, Esq.; Marvin Jacob, Esq.; (senior partners at Weil, Gotshal and Manges and members of the charity's board of directors). To the Plaintiffs' stunned reaction, Hiller J. excluded two indispensable Defendants for the reason that their inclusion "would complicate and confuse the issues...", Reynolds and Rowella, LLP and PricewaterhouseCoopers, LLP. The main reason for not including all parties in the original complaint was due to intentional misrepresentation by the Plaintiffs' in-house attorneys, Richard Gregg and Beth Barbosa. This single misleading advice caused the Plaintiffs undue delays and appeals that critically damaged their litigation and resources. Following these favorable rulings by Hon. Radcliff, J. and Hon. Hiller, J., on 10/12/00 the Defendants filed an application to transfer the case to Stamford's CLD; On 11/15/00 the

case was transferred by Stamford's CLD, Hon. Tierney J., granting the Defendants' application; The case was given a new and peculiar (X05) Docket No.; Both the transfer and the exclusion of Reynolds and Rowella, LLP and PricewaterhouseCoopers, LLP were immediately appealed by the Plaintiffs; On 3/21/01 the Appellate/Supreme Court dismissed the appeal by granting the Defendants' Motion to Dismiss Appeal on the basis of interlocutory appeal; The decision was rendered by 2 out of 3 Justices; Hon. Schaller, J. recused; On July 2001, Plaintiffs filed a Petition for Writ of Certiorari to U.S. Supreme Court citing that both the transfer and the Stamford CLD's conduct was unconstitutional; in their Cert, the Plaintiffs also raised the questions of denied counsel caused by continuous tampering with the Plaintiffs' counsel by the Defendants, and the Court violations of Plaintiffs' Substantive and Procedural Due Process of Law; Although Cert was denied, in 9/01 the case(s) was transferred from Hon. Tierney, J's Stamford CLD to Hon. Sheldon, J's Waterbury CLD and was given yet another docket No.; Hon. Tierney J. was transferred to Stamford's regular docket. Since Hon. Sheldon, J. received the case 7 months ago he failed to rule on any of the numerous Plaintiffs' pending and new pleadings. He also refused to acknowledge the Plaintiffs' plight in obtaining zealous counsel to represent their claims and their many requests for the court to intervene in the matter; On the contrary, on 3/12/02 Hon. Sheldon, J. penalized the Plaintiffs by granting the Defendants' "Objection to Plaintiffs' Motion to Appear" (in the alternative to securing zealous counsel) while rendering the Plaintiffs' allegations of theft of their documents, break-in to their offices, interference with their communications, tampering with their residences, etc., against the Defendants without merit; This, in spite of countless exhibits over an extended period of time, and while keeping a deafening silence about the Defendants' conduct who are yet to file answers to the complaints filed in 2/00, produce a single piece of evidence contrary to the allegations, and the filing an appearance by certain members of the Weil, Gotshal and Manges' team on 10/29/01, at his first Waterbury Status Conference, 10 months after they were served; On 3/20/02, Plaintiffs attempted to file a

consolidated appeal to the Supreme Court of Hon. Sheldon, J's 3/12/02 ruling; Their filings were continuously rejected by the Courts' Clerks but finally on 4/3/02, the Chief Justice denied the filing pursuant to 52-265a although the issues raised were civil/constitutional rights violations and and on the basis of incomplete file. The Court transferred the case(s) to the Appellate Court for lack of Supreme Court jurisdiction pursuant to P.B. Section 65-4 where interlocutory appeals are seldom granted; On 4/12/02, Plaintiffs filed a Motion for Reconsideration based on the Courts' Clerks defected filing procedures pursuant to P.B. Section 63-3; On 4/15/02 the Plaintiffs filed Motions and Memoranda of Law for Stay of Proceedings pursuant to 61-11 and 71-6 considering the Motions for Reconsideration and Motions to Consolidate all actions. On 4/19/02 the Plaintiffs filed Motions for Stay of Proceedings pursuant to Sections 61-11 and 71-7. In a most unusual move, the Appellate/Supreme Court intervened and issued an order dated 4/11/02 to Hon. Sheldon, J. pursuant to P.B. Section 61-11(d) requesting that he rules on the Defendants' "Motion to Dismiss Appeal or in the Alternative to Terminate Stay" dated 4/9/02; On 4/24/02, a hearing was held at the Waterbury CLD on said Defendants' motion; On 4/26/02, Hon. Sheldon, J., granted the Defendants' motion on the basis that the Plaintiffs' appeal was interlocutory, frivolous and designed to delay proceedings while insinuating during said hearing that the Plaintiffs' plight in securing zealous counsel was largely the Plaintiff, Yvonne Liebel's inability to get along with any counsel and/or pay said counsel; Hon. Sheldon J. ignored the Plaintiff, Yvonne Liebel's argument that interlocutory appeal to the Supreme Court was permissible and the transfer to the Appellate Court was on appeal, clearly making his decision unconstitutional; Further, Sheldon J. turned a deaf ear throughout the 7 months to the Plaintiffs request for the Court's intervention in this matter and the many pleadings and exhibits filed in the course of two and a half years including a document entitled the "Alliance Attorney Saga" filed in his Court on 1/8/02, detailing the Plaintiffs' trials and tribulations with counsel at an approx. $250,000 in legal fees paid to attorneys who provided

misleading advice while squandering the Foundation's funds and put its founder in $2,000,000 debt; This current appeal filed on 4/26/02 by The Alliance Foundation, Inc.; Yvonne Liebel; and the remaining Alliance Entities in the matter of the Visiting Nurse Association, Inc. will include Hon. Sheldon, J's 2 decisions, the only 2 decisions he rendered in 7 long months, both of which are in favor of the Defendants. To date the cases that MUST be consolidated for reasons as they stem from the same fact pattern and involve common parties, necessary for complete determination of the issues, judicial economy and the interests of justice, are still pending in separate courts in spite of several reclaims and requests for adjudication. Hon. Sheldon J's delays under the premise he was giving the Plaintiffs time to secure counsel (knowing full well this was an impossible task) caused significant if not irreparable harm to the already fragile Plaintiffs and their claims; Hon. Sheldon, J's delayed justice in a case where a lone woman, without counsel, stands up to giant entities and their moles for five long and traitorous years, ridden with debt, chaos, and illness caused by the Defendants, in pursuit of justice for the fraudulent massive betrayal and the destruction of her life, her family's, and the life of the corporations she founded, is truly a denied and heartless brand of justice, at best.

Pleadings entered:

1. Third Amended Complaint; 2. "Alliance Attorney Saga"; 3. Evidence of Collaboration between the Defendant, Reynolds and Rowella LLP, and the Defendants, Eugene Grant and Richard Solomon in the destruction of the Alliance Entitie; 4. Additional Evidence to the conspiracy to destroy Alliance 5. First Petition for Writ Certiorari 6.Waterbury CLD Docket Sheets; 7. Transcripts; 8. Court Rulings.

The "3 Grant matters" (Cases #2, 3, 4, Pending at the Waterbury Superior Court, Complex Litigation Docket, at Waterbury, Connecticut.):

2. Eugene M. Grant **VS.** The Alliance Foundation, Inc.

Docket History: CV-00-0341050-S (DSC)(11/00); CV-01-0184857-S(X05)(SCLD)(7/01); Petition for Writ of Certiorari No. 01-258 (U.S. Supreme Court)(7/01); X02 CV-01-0167556 (WCLD)(9/01); S.C. 16723 (CSC)(3/02); A.C.22897 (CAC)(4/02)

3. Eugene M. Grant **VS.** Alliance Capital, Inc.

Docket History: CV-00-0341048-S (DSC)(11/00); CV-01-0184858-S (X05)(SCLD)(7/01); Petition for Writ of Certiorari No. 01-258 (U.S. Supreme Court) (7/01); X02 CV-01-0167457 (WCLD) (9/01); S. C .16721(CSC) (3/02); A.C.22894 (CAC) (4/02)

4. Eugene M. Grant **VS.** Alliance Capital, Inc.

Docket History: CV-00-0341049-S (DSC)(11/00);CV-01-0184858-S (X05)(SCLD)(7/01); Petition for Writ of Certiorari No. 01-258 (U.S. Supreme Court) (7/01); XO2 CV-01-0167458 (WCLD) (9/01); S.C.16719 (CSC) (3/02); A.C.22895 (CAC) (4/02)

Note: These cases filed by Eugene M. Grant on 11/20/00, five days after the lead action was transferred to Stamford, are 3 fraudulent contract/note actions, two of which (Alliance Capital, Inc.) are exhibited with notes prepared by Mr. Grant's office without the Defendants' signatures. The third note to The Alliance Foundation, Inc. with Ms. Liebel's signature on behalf of the Foundation was designed by Mr. Grant to insure the destruction of the Foundation through "upon-demand" collection of this "debt" in the event the Alliance survived Mr. Grant's conspiracy. These actions also aimed to tax the Defendants and confuse, disturb and shift attention from

proceedings in the lead case, all of which were achieved successfully.

Cases Summary: In 12/00, the Defendants, The Alliance Foundation, Inc. and Alliance Capital, Inc. moved for consolidation of the "Grant Cases" with the lead case and the Bank case. The matter appeared on the Danbury Superior Court short calendar on January 8, 2001. At the hearing in Danbury the Court Clerk instructed the Defendants and their counsel, Attorney Joyce Morin, to leave the Court before marking their Motion Ready by stating that the matter was transferred to Complex Litigation Docket in Stamford, verbally referring to written Court instructions from CLD that didn't exist, which was verified later that morning to Liebel and Morin by Tierney, J's Court officer. As a result, the motion was not ruled on that day, instead, on 1/8/01, Hon. Adams, J. issued an order delaying the decision for 30 days during which time the Court transferred the Grant Cases to Stamford, without a Court hearing in Danbury. On 1/26/01, the Defendant corporations filed objections to the transfer. On 2/22/01 the Stamford CLD scheduled a hearing on the transfer for 3/12/01; On 11/00 the Defendant corporations joined the appeal in the lead cases, appealing the transfer and other related decisions as described above; At the hearing on 3/12/01, Hon. Tierney J. denied Motions for Continuance for good cause: The Appellate Court decision on the transfer of the lead case was expected any day, which would affect proceedings. In addition, Ms. Liebel was ill in California and Attorney Morin was unable to represent the corporations alone; The Court insisted on holding the hearing, which brought about Attorney Morin's dismissal to avoid possible misrepresentation at the hearing; Hon. Tierney J. conducted the hearing without authorized counsel present. Morin's dismissal necessitated the filing of an appearance in the Grant Cases by Attorney Kevin Ahern; On 3/21/02 the Appellate Court dismissed the Appeal by granting the Defendant's Motion to Dismiss (Hon. Schaller, J. Recused). The Court wasted almost 3 months to consider the transfer to Complex Litigation Docket; the Court failure to rule on properly filed motions; and claims of due process violations,

only to quickly dismiss appeal on a motion denying the Appellants right to review. On 4/6/01 Tierney, J. assigned the lead case a new CLD Docket No. Although the Defendant Corporations did not pursue the appeal in the Grant Cases, as a result of the ruling on the lead case, and no documents were filed with the Appellate Court, Attorney Ahern kept advising Ms. Liebel that the Appellate Court left him messages and spoke to him, inquiring about the appeal urging her to pursue the appeal to the Appellate Court; On 4/19/01 Yvonne Liebel wrote a letter to the Court and to Attorney Ahern advising them (what Attorney Ahern had known for sometime) that the Corporations in the Grant Cases planned to file a direct appeal to the Supreme Court and join it with the lead case and the Ridgefield Bank case on 4/25/01;Several hours later Yvonne Liebel received a fax from Attorney Ahern of an Appellate Court Notice dated 4/16/01, assigning the Grant Cases Appellate Docket numbers and case managers, contrary to instructions pursuant to P.B. Section 63-3. An hour later, Yvonne Liebel received another fax from Attorney Ahern with attached Motions to Dismiss Appeal and for Sanctions dated 4/17/01, filed by Eugene Grant's counsel in these 3 defective appeals. Attorney Ahern's conduct was irregular and misleading and caused an escalation in an already tensed client-attorney relations; Attorney Ahern resigned in April but agreed to remain until a new counsel was retained; He offered no explanation for his conduct; On 6/21/01 the Appellate Court granted Eugene Grant his Motion to Dismiss but denied the Motion for Sanctions. Hon. Schaller, J. recused from both decisions; Immediately following the Appellate Court decisions, Yvonne Liebel accepted Attorney Ahern's resignation; On 5/ 7/01 the Supreme Court denied Certification. On 6/18/02, Attorney Joyce Morin unexpectedly resigned from general representation of the Alliance Entities; On 6/22/01Yvonne Liebel informed Stamford's CLD of these developments. At the time of the preparation of the Petition for Writ of Certiorari in June-July 2001, the Corporations were without counsel, forcing Yvonne Liebel to prepare and file the Cert pro se. On 7/18/01 the Stamford CLD sent notices, transferring the Grant Cases to Stamford's CLD, issuing new CLD Docket No's. In

9/01 the Grant Cases were transferred to Waterbury's CLD. To date, 16 months after Langenbach, J. in Hartford issued his interlocutory Order approving the Defendants' application for transfer of the lead case to Stamford's CLD, none of the Defendant Corporations pleadings have been ruled on which stymied proceedings and brought the expanded litigation to a dead stop; This while Eugene Grant and the remaining Defendants were desperately filing motions to dismiss and default the entire litigation, at any possible opportunity, on a technicality they had created- the Corporations' inability to secure zealous counsel to represent their claims- or in the alternative get defaulted or dismissed through an attorney that would misrepresent their interests, all the while exhausting the Plaintiffs' resources on this legal merry-go-round.

5. **The "Bank Matter"**, (Case #5, Pending at the Danbury Superior Court at Danbury, Connecticut):

DTL-USA, Inc. and Yvonne Liebel, Plaintiffs

VS.

Ridgefield Bank, Defendant.

Docket History: CV 00 0338142 S (DSC)(1/00); A.C. 21419 (CAC)(11/00); Petition for Writ of Certiorari No. 01-258 (U.S. Supreme Court)(7/01); S.C. 16717(CSC) (3/02); A.C. 22892 (CAC)(4/02)

Note: The Ridgefield Bank, through its officer, Ms. Joyce Ligi, is an officer and a board of directors' member of the Visiting Nurse Association of Ridgefield, Inc.; DTL-USA, Inc. is a marketing company for The Alliance Foundation, Inc., a 501(c)(3) Connecticut Public Charity, operating out of same location, subleased to them by

the Visiting Nurse Assoc. of Ridgefield, Inc.; Yvonne Liebel is Founder, Officer, CEO and Representative of both entities.

Case Summary: On 1/10/00, DTL-USA, Inc. and Yvonne Liebel filed a Summons and Complaint in the Judicial District of Danbury in Danbury against Ridgefield Bank of Ridgefield, Connecticut (the Plaintiffs' Bank since 1990), alleging UCC and other violations by the Bank. On or about 7/7/00 the Plaintiffs filed a Motion and Memorandum of Law to Cite In the Defendant, Ridgefield Bank, into the lead case also filed in Danbury one month later, more specifically described below. Within a few days, Hon. Radcliff, J. granted the Plaintiffs' motion. On 10/24/00, on Order by Hon. Adams, J., the Plaintiffs filed in both cases Motions to Consolidate this action with the lead action, for reasons of judicial economy; that both actions stemmed from the same fact pattern and involved common parties; and for complete determination of the issues and the interests of justice. On 11/15/00, following the Defendants' application to transfer the lead case to Stamford Superior Court Complex Litigation Docket (CLD), the CLD transferred the lead case and left this action in the Danbury Superior Court while failing to rule on the properly filed Motions to Consolidate filed in both cases. In November 2000, Plaintiffs filed an appeal to Appellate Court, appealing the transfer of the lead case; the Court's failure to rule on the Motions to Consolidate; and the partial transfer. On 3/21/02, the Appellate Court (2 out of 3 justices, Hon. Schaller, J. recused) dismissed the appeal by granting the Defendant's Motion to Dismiss on the basis it was interlocutory. On 4/24/01 the Plaintiffs filed a Joint Petition for Certification to the Supreme Court. On 5/7/01 the Supreme Court denied Certification. In July 2001, Plaintiffs filed a Petition for Writ of Certiorari to the U.S. Supreme Court arguing that both the transfer and the Stamford CLD's conduct was unconstitutional. Plaintiffs also raised the questions of denied counsel caused by the Defendants' tampering on a continuous basis with the Plaintiffs' counsel; In their Cert, the Plaintiffs also appealed the Connecticut Courts' violations of Plaintiffs' Substantive and Procedural Due Process of law. Although

Cert was denied, in 9/01 the lead case was transferred from Stamford, Tierney, J's CLD to Waterbury, Hon. Sheldon, J's CLD and Tierney J. was transferred from the Stamford CLD to the Stamford regular docket. On 3/20/02, seven months after the lead case was transferred to Hon. Sheldon, J. and following a ruling by him in the lead case, the Plaintiffs, once again, attempted to file a consolidated appeal to the Connecticut Supreme Court, appealing the CLD's failure to rule on the Motion to Consolidate and transfer this case to the Waterbury CLD; The Plaintiffs' filings were continuously rejected by the Clerks, but finally on 4/3/02, the Connecticut Chief Justice denied the filing on the basis of 52-265a. The Supreme/Appellate Court Chief Clerk, therefore, transferred the case(s) to the Appellate Court for lack of Supreme Court jurisdiction pursuant to P.B. Section 65-4; On 4/12/02, Plaintiffs filed a Motion for Reconsideration to the Supreme Court based on the Courts' Clerks defected filing procedures pursuant to P.B. Section 63-3; On 4/15/02 the Plaintiffs filed Motions and Memoranda of Law for Stay of Proceedings pursuant to 61-11 and 71-6 considering the Motions for Reconsideration and Motions to Cnsolidate. On 4/19/02 the Plaintiffs filed Motions for Stay of Proceedings pursuant to Sections 61-11 and 71-7. In a most unusual move, on 4/11/02 the Appellate/Supreme Court intervened and requested from Hon. Sheldon, J., pursuant to P.B. Section 61-11(d) to rule on the Defendants' "Motion to Dismiss Appeal or in the Alternative to Terminate Stay" dated 4/9/02; On 4/24/02, a hearing was held at the Waterbury CLD on said Defendants' motion; On 4/26/02, Hon. Sheldon, J., granted the Defendants' motion in the lead case on the basis that the Plaintiffs' appeal was interlocutory, frivolous and designed to delay proceedings. Hon. Sheldon J. also insinuated during said hearing that the Plaintiffs' plight in securing zealous counsel was largely due to the Plaintiff, Yvonne Liebel's inability to get along with any counsel and/or pay said counsel's fees, although a document entitled the "Alliance Attorney Saga" was filed in his Court on 1/8/02, detailing the Plaintiffs trials and tribulations with counsel and the expenditure of approx. $250, 000 in direct legal fees to a breaking point for the Foundation and its

Founder which is now $2,000,000 in mortgage debt. At the hearing, Hon. Sheldon J. ignored the Plaintiff, Yvonne Liebel's argument that an interlocutory appeal to the Supreme Court was permissible and the transfer to the Appellate Court was on appeal due to the Courts' violation of P.B Section 63-3. To date the cases are still separated and the properly filed Motions are yet to be ruled on in spite of several reclaims and requests for adjudication. Early this year the Defendant's counsel, Stephen Fogerty, filed a Motion for Non Suit in this case without sending a copy to the Plaintiffs. By chance, the Plaintiffs discovered the Motion on the Internet just in time to object. Hon. White, J. denied the Defendant's motion. To date the Plaintiffs do not have a copy of the Motion or knowledge of the basis on which it was filed. This appeal filed on 4/26/02 by The Alliance Foundation, Inc.; Yvonne Liebel; and the Alliance Entities in the Visiting Nurse Assoc. of Ridgefield, Inc. will also appeal Hon. Sheldon, J's related rulings or their lack thereof, directly affecting this matter.

Pleadings entered:
Complaint
Motions and Memoranda of Law to Consolidate
First Petition for Writ of Certiorari
Docket Sheets and Court Rulings.

6. **The "Eviction Matter"** (Case #6, Pending at the Danbury Superior Court at Danbury, Connecticut.):

The Visiting Nurse Association of Ridgefield, Inc. VS. The Alliance Foundation, Inc.

Docket History: SP02-10636 (DSC)(1/02); A.C. 22832 (CAC)(3/02); S.C.16718 (CSC)(3/02); A.C.22893 (CAC)(4/02);

Note: The final blow to The Alliance Foundation, Inc.; Yvonne Liebel and the Alliance Entities was delivered by the Visiting Nurse Association of Ridgefield, Inc., their landlord since 1996, through a fraudulent Eviction Notice served in an underhanded manner and initiated by its officers and board of directors members: Helena Nicholas, its president; Joyce Ligi of Ridgefield Bank; and Thomas Reynolds of Reynolds and Rowella, LLP.

Case Summary: Reynolds and Rowella, LLP were the Appellants' CPA firm for approx. 12 years and the Ridgefield Bank was their financial institution for approx. the same period. Both are closely associated with each other and the Visiting Nurse Association of Ridgefield, Inc. (VNA) On October 25, 2000, the morning after the Third Amended Complaint was filed, naming Reynolds and Rowella, LLP as Defendant in the lead action, the Appellants' offices were broken into and flooded, specifically their accounting/financial office. Yvonne Liebel was called by Roberta Thomas, Helena Nicholas' Assistant, to open the offices due to water damage below. Appellants have been subleasing second floor space from the VNA since 1996, for which they initially spent between $40-50,000 on space improvements. The VNA controls the security system of entire space. Following the break in, the Appellants seldom used their offices but felt it was important to continue having possession of the premises due to the pending lawsuits against their officers and directors and to keep the premises status quo until the actions were resolved. Up to the break-in, The Alliance Foundation, Inc., a 501(c)(3) Connecticut public charity and the formal tenant on the lease was always current on its rent. As a result of Ridgefield Bank and Reynolds and Rowella's unlawful conduct, more specifically described in the two complaints, the Alliance Entities have been irreparably harmed to a point were these vibrant entities in 1996 were broken down in 2001, unable to pay their rent (See attached list of Exhibits). On August 22,

2001, the Appellant Yvonne Liebel and Helena Nicholas met and agreed to temporarily amend downward the rent payments to $250.00 per month until Ms. Liebel secured a loan from Washington Mutual, her mortgage lender, at which time she would bring the Foundation current on its rent. They also agreed to temporarily extend the lease by one year and review the overall situation with the lawsuits at that time. Ms. Liebel informed both Ms. Nicholas and her Assistant that she was going to spend a couple of months in California with her father who had suffered a stroke. Ms. Liebel provided them with her address and phone numbers in California. Per their agreement, Ms. Liebel stopped at Ms. Nicholas' office to give her the good-faith personal check for $5000.00 and a letter confirming their agreement but Ms. Nicholas was not at her office. Her Assistant received the check on her behalf and noted it on the letter agreement (See Exhibit A, August 22, 2001 letter of agreement.) In late September Ms. Nicholas's assistant called Ms. Liebel in California to remind her of the rent check. Ms. Liebel asked the Assistant to confirm with Ms. Nicholas that the rent she should pay was still in accordance with the letter of agreement. The assistant called back the following day with a confirmation. In October, Ms. Liebel sent a personal check for $1000.00 covering the rent for the months of September through December 2001 (See Exhibit B, a copy of check for $1,000.00 to the VNA and Exhibit C, a copy of Manufacturers Bank statement showing the cashing of the check by the VNA). On December 27, 2001, Ms. Liebel temporarily returned to Ridgefield to assist her son to organize for a new university semester out-of-state. To her shock and disbelief she discovered on her residence' door a Notice To Quit by the VNA for non-payment of rent for the months of September through December 2001 (See exhibit D, Notice to Quit). No one from the VNA contacted Ms. Liebel in California prior to serving the Notice. Ms. Liebel called Ms. Nicholas and asked her to withdraw the Notice to Quit, otherwise she would be forced to defend the Alliance Entities and drag the VNA and Ms. Nicholas into the more expanded lawsuit, but Ms. Nicholas refused to withdraw.

In the course of this unlawful and fraudulent Summary Process eviction, numerous pleadings that were filed by the Appellants were denied, including a Motion filed by Appellant, Yvonne Liebel, to Appear on behalf of the Alliance Foundation, Inc. which was financially broke; her Motion to join as a New Party Defendant in order to defend her interests and the Alliance interests in the lawsuit; A Motion to File a Third Party Complaint against Officers Nicholas, Ligi, and Reynolds; a Motion to Consolidate these actions that stemmed from the same fact pattern and shared common parties; a Motion for Stay of Execution following the filing of an appeal; and a Motion to Withdraw Appearance filed by The Alliance Foundation, Inc.'s new counsel following this counsel's dismissal by Ms. Liebel on March 13, 2002. Further, Hon. Ginocchio, J. who consistently denied the Appellants' motions also issued an Order to hold a trial hearing in this case on April 22, 2002, insisting that Attorney Williams who was dismissed by the Appellants for misrepresentation, represent the Appellants in the trial. Since that decision was rendered on March 25, 2002, the Appellants tried unsuccessfully to secure new counsel for their cases, a severe and continuous problem they encountered from the outset of this expanded litigation. The decisions made by Hon. Ginocchio, J., and other decisions or lack thereof by Hon. Michael R. Sheldon at the Waterbury CLD with regard to related cases consistently denied Appellants' their constitutional rights of access to the courts and due process of law as guaranteed to them under the First and Fourteenth Amendments. Over time a vicious circle was established that began with the Appellant corporations' inability to secure zealous legal counsel to represent their interests; the Courts turning a deaf and defiant ear to their hardships; and ended with C.G.S.A. 51-88 (Section 7 annotated) disallowing Yvonne Liebel, in the alternative, to represent the corporations she founded. This vicious circle left the corporations without any representation whatsoever, subject to dismissal and default of their claims by opposing counsel and the Courts. On 3/5/02 an appeal was filed to the Appellate Court of Ginocchio's Rulings; and on 3/20/02, the Appellants attempted to file a consolidated appeal to

the Supreme Court of Hon. Sheldon, J's 3/12/02 ruling and Ginocchio, J's 3/18/02 ruling; Their filings were continuously rejected by the Courts' Clerks but finally on 4/3/02, the Chief Justice denied the filing on the basis of 52-265a and the Court transferred the case(s) to the Appellate Court for lack of Supreme Court jurisdiction pursuant to P.B. Section 65-4; On 4/12/02, Plaintiffs filed a Motion for Reconsideration based on the Courts' Clerks defected filing procedures pursuant to P.B. Section 63-3; On 4/15/02 the Plaintiffs filed Motions and Memoranda of Law for Stay of Proceedings pursuant to 61-11 and 71-6 considering the Motions for Reconsideration and Motions to Consolidate all actions. On 4/15/02 the Appellate Asst. Clerk dismissed the appeal to the Supreme Court as the subsequent pleadings to the Civil-Appeal form which he unreasonably requested be at the Court on Friday 4/12/02, reached the Court on Monday 4/15/02 although the Motion for reconsideration was faxed to the Court before noon Friday, to alert the Court, the hard copy motion and 15 copies would be at the Court on Monday. On 4/19/02 Yvonne Liebel was a the Court to file an urgent Motions for Stay of Proceedings pursuant to Sections 61-11 and 71-7, trying to stay the eviction trial on 4/22/02. The clerk advised her to make certain changes on the document in order to receive a quick ruling. The Motion was dismissed. The motion for stay on the other related cases were denied.

7. **The "Murals Matter"** (Case #7, Pending at the Danbury Superior Court at Danbury, Connecticut.):

Rene Heinecke VS. Yvonne Liebel

Docket History: Docket No. CV: 98-0333546-S (DSC)

Note: This is a frevelous and fraudulant case designed to confuse, harass, and squander the Plaintiff's funds in the Lead Action, Yvonne Liebel. Its purpose is identical to the purpose of the 3 Grant Matters.

Case Summary: In March 1996, the Defendant, Yvonne Liebel, contracted with the Plaintiff, Rene Heinecke, to provide artistic services in the form of creating paintings, murals, and such for the Defendant/Alliance Entities' property, which was under construction at the time. The total amount of the contract was $8,000 (see Exhibit A, contract, 1 page). Plaintiff was paid $4000 upon execution of the contract and an additional $4250 upon completion (See Exhibit B, front and back of both cashed checks, 4 pages.) Plaintiff fulfilled her services in a timely manner and was promptly paid for said services. In April 1996, Defendant contracted with Plaintiff to provide additional such services for the same property. The total amount of the contract was $17,000 (See Exhibit C, contract, 1 page.) Defendant paid Plaintiff $8,500 upon execution of the agreement and balance of $8,500 was due upon completion (See Exhibit D, front and back of cashed check, 2 pages). The contract, prepared by the Plaintiff, stated that Defendant had final say on the work performed by the Plaintiff. On October 25, 1997, six months after the project had started, Defendant paid Plaintiff an additional sum of $3,500, an interim payment not required by contract, as the project was still incomplete, to motivate Plaintiff to complete it (See Exhibit E, front and back of cashed check, 2 pages). Contrary to Plaintiff's diligence in performing her services during the term of the first contract, Plaintiff accepted numerous other jobs during the term of her second contract, which took her away from the project for months at a time. Also, Plaintiff was not available and/or refused to respond to Defendant's repeated requests for Plaintiff to cure some of the defects in plaintiff's work. Plaintiff ended up prolonging the project for months and without curing said defects, thereby, materially breaching the contract (see Exhibit F, a photo of one example of an unfinished job). In response to Plaintiff's actions, Defendant withheld the final payment and actually began soliciting

bids from other artists to finish said project (see Exhibit G, outside bid dated 3/20/97, 2 pages). Proposals made by the other artists were deemed too costly for Defendant, and too risky for the project for mixing the styles of two different artists. Therefore, to this day, Plaintiff's work is still incomplete by the standards set in the contract.

On May 2, 1997, or seven months after Defendant hadn't heard a word from Plaintiff, Defendant had received a demand letter from Norman Voog of Ridgefield, an attorney the Plaintiff had hired to collect the balance on said contract. Said letter distorted the facts listed above. Since the Defendant had over 50 subcontractors working on the job during the construction period, all of whom were fully paid for their services, totaling approx. $2MM, there was no reason to single out this artist (see Exhibit H, Affidavit by Charles Burton, construction manager, 2 pages) and (see Exhibit I, a letter from subcontractor, Noble H.V.A.C Systems) and (see Exhibit J, A letter from subcontractor Reese Builders Corporation, 1 page). The Defendant made many attempts to settle this issue with Attorney Voog, however, he was uncommunicative and disinterested in settlement. Finally, after months of not hearing from Attorney Voog, in November 1998, a civil suit was filed against the Defendant, signed by attorney Christopher Molyneaux, an associate of Attorney Voog. To the Defendant shock and outrage, the suit was filed in the Danbury Superior Court for an amount greater than $15,000 (the amount withheld from the artist until completion was $5000). Again, Defendant tried to resolve this matter amicably with Plaintiff's Attorney. Defendant made numerous phone calls and sent faxes in attempt to resolve this frivolous lawsuit, but to no avail. Voog's office was intent on turning a minor dispute into a full fledged litigation, while the Defendant who is inexperienced in litigation, stood helpless against these attorney's conduct. After the filing of an answer on May 15, 1999, the Defendant sent a series of Interrogatories and Requests for Production on November 5, 1999 to Plaintiff's attorney with the help of an in-house legal counsel she hired in October, attorney Richard Gregg. The Plaintiff did not

respond to the discovery. The Defendant was advised by in-house counsel that the lack of response meant that the case was either dormant or dismissed outright for lack of prosecution and that there was nothing further to do in this matter. On June 8, 2000, the Defendant, to her surprise, received the first notice from the Danbury Superior Court since 1999, dated by the Court May 23, 2000, notifying her that on May 18, 2000, the Court had denied Plaintiff's Motion for Continuance. The Court's notice was dated 5 days after said hearing had taken place. After making inquiries to the Court, Defendant was shocked to discover that on May 19, 2000, the Court assigned this matter to the hearing in damages list. Without a motion by Plaintiff for Default, the Court determined judgment for Plaintiff. Defendant had been defaulted in the case for failure to appear at said hearing. Defendant. Defendant at no time ever received notice of said hearing. At the time Defendant appeared pro se, without counsel, and as such it was the Court's duty to notify such pro se party of required appearance dates. On July 12, 2000, the Defendant filed a motion to Set Aside Default and a motion for Nonsuit. On July 28, 2000 hearing, the Court set aside the default, but awarded the Plaintiff's attorney $250.00 for some unknown reason to the Defendant.

In August 2000, the Defendant filed a request for Leave to Amend Special Defense and a Counterclaim by another part time in-house counsel, William Barrante. On August 10, 2000, Attorney Molyneaux filed an answer but failed to plead. Attorney Molyneaux also requested a copy of the Interrogatories and Request for Production, which he claimed he had lost. By September 27, 2000, when Plaintiff failed to comply with discovery, the Defendant claimed the Motion for Nonsuit on the short calendar and a hearing was scheduled for November 13, 2000. On or about November 2, 2000, the Plaintiff filed a motion for continuance to postpone hearing to first week of December without sending a copy of the pleading to the Defendant, and motion was denied. On November 10, 2000, Plaintiff faxed the Defendant Notice of Compliance and an unacceptable response to interrogatories (see Exhibit K, 7 pages).

Plaintiff did not respond to request for production. On November 13, 2000, at the short calendar assigned hearing, Plaintiff promised the Defendant to comply with both interrogatories and the request for Production within a week, not putting any limitations on said discovery requirements. On November 17, 2000, Plaintiff faxed the Defendant a Notice of compliance re: request for Production and copy of documents consisting only of attorney's invoice to the Plaintiff and the two contracts that both parties already had (see exhibit L, 11 pages). Again, the plaintiff was in violation of her agreement to comply. On November 20, 2000, Plaintiff failed to show up for the assigned hearing on compliance, using her Notice of Compliance as an excuse. The Court allowed ample time for Attorney Mollyneaux to show up, when he didn't, the Court finally ruled that there will be another hearing on November 27, 2000 on compliance. When the Defendant arrived at the November 27, 2000 hearing, only 10 minutes after 10:00 a.m., the scheduled short calendar time, she learned the hearing was already marked "off" by attorney Molyneaux who, in the Defendant's absence, claimed to the Court he fully complied with discovery.

On January 5, 2001, passed the deadline for proper notification, the Defendant received the Plaintiff's notification to mark her objection to the Defendant motion for nonsuit READY for the January 8, 2001 short calendar hearing. The Defendant never received a copy of the Objection as required by the practice book. This neglect or intentional failure to send copy of pleadings and or notices to the Defendant was common practice by attorney Voog's office. A warning by the Defendant to mark off the objection was sent to the Plaintiff on January 5, 2001. When the Defendant showed up at the court on January 8, 2001, she learned the objection was marked off the calendar. On January 11, 2001, the Court overruled the Plaintiff's objection for Nonsuit. On or about January 22, 2001, the Plaintiff filed Objection to motion for Nonsuit, citing compliance with the November 5 and November 17, 2000 Interrogatories and Request for Production, which compliance was absolutely not acceptable to Defendant. On February 20, 2001, the Defendant, on her own, filed a

Motion for Nonsuit with the attached Memorandum of Law, which motion was dismissed in March 2001, after which Defendant left to California due to illness. In March 2002, the defendant dismissed Attorney Barrente for inappropriate representation of the case. The case is now dormant, according to Attorney Barrente. Appended hereto and incorporated by reference herein is a Motion to Consolidate this action with all pending actions in the Connecticut Superior and Appellate/Supreme Courts.

Specific Facts: Up until the conflict in the main action, The Alliance Foundation, Inc. et al vs. Eugene grant et al. became visible and unavoidable Appellant Yvonne Liebel was never involved in any civil/tort litigation. However, starting in early 1997, her personal and professional life was inundated with litigation resulting from this conflict. In anticipation that she may bring a lawsuit against them, and knowing that Yvonne Liebel had no litigation experience whatsoever, the named Defendants in the main action conspired to and caused to be initiated this fraudulent, frivolous and malicious lawsuit (similar to the fraudulent eviction in the Visiting Nurse Association of Ridgefield, Inc. matter) in order to preoccupy, distract and prevent Yvonne Liebel from pursuing litigation against them. Rene Heinecke is from New Hampshire, however her attorneys, Voog/Molyneaux share hallway with Thomas Reynolds of Reynolds and Rowella, LLP, who is a member of the board of the Ridgefield Bank and the Visiting Nurse Association of Ridgefield, Inc. all of whom are in litigation with the Alliance Entities. Months after not hearing from the Plaintiff, Rene Heinecke's attorneys, in November 1998, a civil suit was filed against Yvonne Liebel, completely out of the blue. It so happened that in October/November 1998, Yvonne Liebel discovered to her shock, about the existence of Bridge to Brotherhood, Inc. the new charity that was established by the Defendants Weil, Gotshal and Manges, LLP et al, that replaced the Alliance Foundation, Inc., the scope and breadth of the conspiracy and some of the underlying motives to destroy the Alliance Entities. A lawsuit would not only distract but would also squander the Alliance Entities funds, a common practice

by the Defendants throughout their years of covert destruction. There are too many common threads among all the above captioned matters with regard to the conspiracy and the subtle methods by which the destruction of the Alliance Entities was carried out. A consolidation of the actions would not only assist in determination of the issues but will clearly connect the dots.

Appendix D – Petitioners' Pleadings/Exhibits/Communications in action # 6, the "Eviction Matter", prior to and following its Commencement:

APPENDIX D1

The Alliance Foundation Inc.

THE ALLIANCE FOUNDATION

August 22, 2001

Helena Nicholas
President
Visiting Nurse Association
90 East Ridge
Ridgefield, CT 06877

Dear Ms. Nicholas:

Per our agreement at your office yesterday, enclosed is a $5000.00 check from me on behalf of The Alliance Foundation, Inc. toward its rent due to your organization since February 2001.

Due to the extent of the Foundation 's litigation costs involving two of your organization's board members, Ridgefield Bank and Reynolds and Rowella, LLP, the Foundation will be able to pay only $250.00 per month toward the balance of $12,500 owed to date and the renewal of the lease for an additional year as you kindly offered to do in our previous phone conversation.

As I promised to you personally, I expect to refinance 104 Great Hill road in Ridgefield in the next few months at which time and from those proceeds I'll bring the Foundation current on its financial obligation to your organization, as well as, resume its monthly payments of $2,400.00 as stated in its lease.

I thank you for your understanding and cooperation in this matter.

Sincerely,
/S/
Yvonne Liebel
Founder and CEO
The Alliance Foundation, Inc.

Check received (#738)
8/22/01 @ 10:00am
/S/Roberta J. Thomas

p.s. Roberta, your assistant, will chain the main doors to the Foundation's offices for security and keep the key in her possession, as I no longer keep the alarm on. As you found out yesterday, AAA Engineering Alarm Co. of Danbury, failed to inform us or register the break in to our offices on October 25, 2001. I'll ask Roberta to open the offices when we need or able to use them. Also, The Alliance Foundation's sign outside will be restored ASAP by the Town of Ridgefield. In addition to the information you have on file, you can also reach me at my cell phone at 310-435-0769 and my

office in California at 310-657-2771. My #'s are 203-438-0040 and 310-657-2731.

54 Danbury Road * Ridgefield, CT 06877 * (203)431-8655*Fax (203)431-4838

APPENDIX D2

TO: THE ALLIANCE FOUNDATION, INC.
90 East Ridge
Ridgefield, CT 06877

NOTICE TO QUIT

I hereby give you notice that you are to quit possession and occupancy of the apartment, building, and land now being occupied by you situated at 90 East Ridge, Ridgefield, CT. 06877 being more particularly described as 2,300 (gross) square feet on the second floor of the former Ridgefield Highschool, located over the main entrance to the offices of the Visiting Nurse Association of Ridgefield, Inc. on or before December 17, 2001.

The reason for this Notice is that you have failed to pay rent when due in a timely fashion (Rent is unpaid for the months of September, October, November, December 2001).

If you have not vacated the premises by the date indicated above, an eviction (summary process) action may be started against you.

DATED at Ridgefield, CT. this 10th day of December, 2001.

VISITING NURSE ASSOCIATION
OF RIDGEFIELD, INC. (Landlord)

By/S/_____

Herbert F. Rosenberg
Their Attorney
80 Grove Street
Ridgefield, CT. 06877
(203) 438-5324

NOTICE: Any and all payments accepted by Landlord will be for use and occupancy only and not for rental payments.

A TRUE COPY, ATTEST:
/S/JAMES E. SULLIVAN
MARSHAL, STATE OF CONN.
FAIRFIELD COUNTY
CONSTABLE, TOWN OF RIDGEFIELD
INDIFFERENT PERSON

APPENDIX D3

Yvonne Liebel

8913 Olimpic Blvd, Suite 101, Beverly Hills, CA 90211
Tel: (310) 657- 2771 Fax: (310) 657-2731

January 24, 2002

Via Fax: Hand Delivered

203-207-8600
Clerk of the Court
Danbury Superior Court
146 White Street
Danbury, CT 06810

Re: The Visiting Nurse Association of Ridgefield, Inc. (Return Date 1-29-02); DTL-USA, Inc. and Yvonne Liebel v. Ridgefield Bank (Docket No. CV-00-0038142 ; The Alliance Found., Inc. et al. v. Eugene Grant, et al Docket (X02)CV-01-016782-S

Dear Sir or Madam:

Enclosed for filing please find a copy of an Appearance form filed by Yvonne Liebel in a new action brought against The Alliance Foundation, Inc. by The Visiting Nurse Association of Ridgefield, Inc. Also enclosed is a Motion to Consolidate the above three matters. The motion, is filed by Yvonne Liebel on behalf of the Plaintiff corporations parties to these actions and on behalf of her interests in these corporations as shareholder and/or founder and CEO.

Motions to Consolidate have been filed in each of the three above actions and copies of said filings are enclosed herein for your convenience.

Thank you for your time and attention.

Very truly yours,
/S/Yvonne Liebel, pro se,
Shareholder and/or Founder and
CEO: The Alliance Foundation, Inc.;
DTL-USA, Inc.; Alliance Capital, Inc.;
General Homes, Inc.; Alliance
International Development, Inc.

Cc: Hon. Michael R. Sheldon (w/ encl.)
Waterbury Superior Court
Complex Litigation Docket
400 Grand Street
Waterbury, CT 06702
Attn: Brenda Hamilton, Esq.

Clerk of the Court (w/ encl.)
Waterbury Superior Court
Complex Litigation Docket
300 Grand Street
Waterbury, CT 06702

RETURN DATE: JANUARY 29, 2002

THE VISITING NURSE ASSOC.	**: DANBURY SUPERIOR COURT**
OF RIDGEFIELD, INC.	**: GA-3 (AT DANBURY)**
V.	**:**
THE ALLIANCE FOUNDATION, INC.	**: JANUARY 22, 2002**

MOTION TO CONSOLIDATE

The Defendant, The Alliance Foundation, Inc., respectfully moves this Court for an order consolidating the above captioned matter with the cases entitled The Alliance Foundation, Inc. et al. V. Eugene Grant, et al (at the Waterbury Complex Litigation Docket) Docket No.(X02)CV-01-016782-S; and DTL-USA, Inc. and Yvonne Liebel v. Ridgefield Bank (at the Danbury Superior Court) Docket No.CV 00 0338142 S for the reasons stated in their memorandum of law appended hereto, and incorporated by reference herein. Both cases (X02) CV-01-016782-S and CV 00 0338142 S are currently pending consolidation.

No Oral Argument Requested
No Testimony Required

THE DEFENDANT, THE ALLIANCE FOUNDATION, INC.

BY_____
/S/ It's Representative
Yvonne Liebel at: 106 Great Hill Road, Ridgefield, CT 06877-
And, 8913 Olimpic Blvd. Suite 101, Beverly Hills, CA 90211
Tel: 310-657-2771 Cell: 310-435-0769 Fax: 310-657-2731

ORDER

The forgoing motion having been heard, it is hereby ordered:
Granted/Denied

The Court

_____
Judge

RETURN DATE: JANUARY 29, 2002
THE VISITING NURSE ASSOC. : DANBURY SUPERIOR COURT
OF RIDGEFIELD, INC. : GA-3 (AT DANBURY)

V. :

THE ALLIANCE FOUNDATION, INC. : JANUARY 22, 2002

MEMORANDUM OF LAW

The Defendant in the above-captioned matter, The Alliance Foundation, Inc. has filed a motion to consolidate this action with two existing actions: one entitled The Alliance Foundation, Inc. et al V. Eugene Grant et al. (at the Waterbury Complex Litigation Docket) Docket No.(X02)CV-01-016782-S; and the other, entitled DTL-USA, Inc. and Yvonne Liebel v. Ridgefield Bank (at the Danbury Superior Court) Docket No.CV 00 0338142 S currently

pending consolidation before both the Danbury and Waterbury Courts.

The Defendant, The Alliance Foundation, Inc. is a Plaintiff in the existing action in Waterbury and an interested party in the existing action in Danbury (DTL-USA, Inc. is its related entity); Yvonne Liebel, the Defendant's representative in the above captioned matter, is a Plaintiff in the two existing actions and an interested party in this new action (Ms. Liebel is Founder and CEO of The Alliance Foundation, Inc. and has funded the contract/agreement with the Plaintiff, The Visiting Nurse Association of Ridgefield, Inc.) Both The Alliance Foundation, Inc. and Yvonne Liebel are common to all three actions.

The Plaintiff, The Visiting Nurse Association of Ridgefield, Inc.'s officers and board members, more specifically, the Ridgefield Bank and Reynolds and Rowella, LLP, are common to all actions. Reynolds and Rowella LLP has caused immeasurable harm to The Alliance Foundation, Inc. and is on the board of directors of Ridgefield Bank and the Visiting Nurse Association of Ridgefield, Inc.; the Ridgefield Bank is a Defendant in both existing actions. All cases stem from a common fact pattern involving these entities and their officers and board members' participation in a conspiracy to destroy the Defendant, The Alliance Foundation, Inc., through numerous unlawful acts including fraud, UCC violations and breaking an entry, that harmed The Alliance Foundation, Inc.

This newly filed action by the Plaintiff, The Visiting Nurse Association of Ridgefield, Inc.'s president Ms. Helena Nicholas is, among other violations, a breach of the new contract/agreement dated August 22, 2001, with the Alliance Foundation, Inc.'s president, Yvonne Liebel, on behalf of the Alliance Foundation, Inc. This contract/agreement supercedes any existing lease agreement (Exhibit A, contract/agreement dated August 22, 2001; a good faith deposit of $5000.00 (Chase Manhattan of Ridgefield) also dated August 22, 2001 and payable by Yvonne Liebel on behalf of the

Defendant, The Alliance Foundation, Inc. to Visiting Nurse Association; and a copy of $1,000.00 check receipt (Manufacturers bank of Beverly Hills) representing the rent for Sept/Oct/Nov/Dec 2001, paid by Yvonne Liebel on behalf of the Defendant, on October 5, 2001). The Plaintiff, The Visiting Nurse Association of Ridgefield, Inc. cashed both checks. Exhibit B, the Plaintiff's Notice to Quit, dated December 10, 2001.

Said violation(s) by Ms. Helena Nicholas on behalf of The Visiting Nurse Association of Ridgefield, Inc. furthers the goals and objectives of the Defendants, Ridgefield Bank and Reynolds and Rowella, LLP in the existing actions. All three cases involve common issues of both law and fact. The consolidation of these matters would serve to avoid the unnecessary cost and delay associated with litigating these matters separately, and facilitate the best interests of the parties and judicial economy.

Discussion:

Practice Book Section 9-5 provides for the consolidation of actions when they should be tried together. Courts have inherent authority to consolidate different pending cases when the circumstances authorize such course, ***Rode V. Adley Express Co. 130 Conn***. 274, 277, 33, A2d, 329 (1943). The procedure of trying two closely related actions together, " which has long been the established practice in this state assists in expediting business without doing anyone an injustice. ***Clarke, et al v. Ochart,*** WL 119765 (Conn. Super.) (1993). Therefore, it is within the sound discretion of this Court to grant this motion to consolidate.

The various factors used by the Courts to examine whether two cases should be consolidated include: i) whether the three cases arise out of the same transaction or fact pattern, ii) are the same parties involved, iii) does it serve the interest of judicial economy to consolidate, and iv) does it prejudice the rights of the Defendants ***Groth, et al v. Redmond,*** et al 24 Conn. Sup. 467, 469, 194 A2d 531

(1962). In ***Groth*** the court took all of these factors into consideration before ordering the consolidation. "The public has an interest in the prevention of unnecessary litigation, both because of the burden it places on the state and the resulting crowding of the dockets of the courts." ***Id.***

All of the factors enunciated in ***Groth*** clearly militate in favor of consolidation of said cases pending before the Courts. The present actions arise out of the same facts, making all actions complimentary. The Defendant, The Alliance Foundation, Inc. and its representative, Yvonne Liebel, are plaintiffs and interested parties in all actions. The Plaintiff's board members, Ridgefield Bank and Reynolds and Rowella are Defendants in the existing actions. The Plaintiff, The Visiting Nurse Association of Ridgefield, Inc. is not prejudiced by consolidation, and judicial economy is best served by consolidation.

Conclusion:

The Plaintiffs' motion to consolidate should be granted.

THE DEFENDANT, THE ALLIANCE FOUNDATION, INC.

By_____
/S/It's Representative
Yvonne Liebel at: 106 Great Hill Road, Ridgefield, CT 06877
And, 8913 Olimpic Blvd. Suite 101,Beverly Hills, CA 90211
Tel: 310-657-2771, Cell: 310-435-0769, Fax: 310-657-2731

EXHIBIT A

Yvonne Liebel 51-36 738
54 Danbury Road 211 227
Ridgefield, CT 06877

8/22/01

Visiting Nurse Assoc. $5,000.00
Five Thousands even

CHASE THE CHASE MANHATTAN BANK
125 DANBURY ROAD
RIDGEFIELD, CT 06877

Alliance Rent */S/Yvonne Liebel*
021100361;227000315065; 0738

Yvonne Liebel 16-2607/1222 121
PH. 310-553-8357 7000000098
9950 DURANTE AVENUE #510
BEVERLY HILLS, CA 90212
Rent for Sept,Oct,Nov, Dec 2001

Date 10/5/01

Pay to the order of *Visiting Nurse Association.* $1,000.00
one thousands even Dollars

MANUFACTURORS BANK
9701 WILSHIRE BLVD.
BEVERLY HILLS, CALIFORNIA 90212

Memo: *Alliance Foundation* */S/Yvonne Liebel*
Rent – 9,10,11,12, 2001
122226076; 0136; 7000000098

EXHIBIT B - See Appendix D1

APPENDIX D4

THE ALLIANCE FOUNDATION, INC.

106 Great Hill Road
Ridgefield, Connecticut 06877

8913 Olimpic Blvd. Suite 101
Beverly Hills, California 90211

Tel: 310-657-2772 Fax: 310-2731 Cell: 310-435-0769

January 29, 2002

DANBURY SUPERIOR COURT
JUDICIAL DISTRICT OF DANBURY
AT DANBURY
146 White Street
Danbury, CT 06810

Attn: Ms. Robin Smith
Deputy Chief clerk
By FedEx- Next day

Re: The Visiting Nurse Association of Ridgefield, Inc. v. The Alliance Foundation, Inc. Return Date: January 29, 2002.

Dear Sir or Madam:

Please allow this letter, together with the enclosed Appearance form and Affidavit, to serve as a special request by the undersigned, Ms. Yvonne Liebel, to represent the Defendant, The Alliance Foundation, Inc. in the above captioned matter, for the compelling reasons stated in the enclosed documents.

The Appearance form and a Motion to Consolidate the above matter with two existing cases, which were filed in this Court on January 24, 2002, were returned by the Court to the undersigned on January 28, 2002. The reason cited in the Return of Papers was that the undersigned is not a named Defendant in this matter and is not an attorney, and therefore could not represent the corporation.

Thank you for your assistance in this matter.

Respectfully yours,
/S/YVONNE LIEBEL
Founder and CEO

Encs.
Cc: Per enclosed Certification

RETURN DATE: JANUARY 29, 2002

THE VISITING NURSE ASSOC. OF RIDGEFIELD, INC.	**: DANBURY SUPERIOR COURT : GA-3 (AT DANBURY)**
Plaintiff,	
V.	**:**
THE ALLIANCE FOUNDATION, INC.	**: JANUARY 29, 2002**
Defendant.	

AFFIDAVIT IN RESPONSE TO RETURN OF PAPERS DATED JANUARY 25, 2002; AND IN SUPPORT OF MOTION FOR

PERMISSION TO REPRESENT THE ALLIANCE FUNDATION, INC.

YVONNE LIEBEL, Founder and CEO of The Alliance Foundation, Inc. a 501
(c)(3) public charitable organization ("Alliance") and pro se in related actions affirms the following:

1. That I am Plaintiff in two existing related actions that are pending consolidation: The Alliance Foundation, Inc. and Yvonne Liebel et al v. Eugene Grant et al. Docket No. (X02) CV-01-016782-S and DTL-USA, Inc. and Yvonne Liebel v. Ridgefield Bank, Docket No. CV-00-0038142;

2. That members of the board of directors of the Plaintiff in this matter, the Ridgefield Bank and Reynolds and Rowella, LLP, are Defendants in the related actions. These Defendants caused immeasurable harm to Alliance, and continue to do so through this new action;

3. That Alliance is unable to secure zealous legal counsel to protect its interests since May 15, 1997 due to continuous interference with its legal counsel by the Plaintiff's board members. Since this action must be consolidated for trial with the other actions as they stem from the same fact pattern and share common parties, Alliance will continue to be deprived of such counsel. This issue has been raised in many Court filings, including the Petition for Writ of Certiorari filed in the U.S. Supreme Court on July 26, 2001(See Exhibit A, "Attorney Saga" dated January 8, 2002;

4. That Alliance has no funds whatsoever to finance this litigation as a result of the harm caused by the Plaintiff's board members, Ridgefield Bank and Reynolds and

Rowella LLP, and continues to depend on me for preparing, filing and financing all documents connected with its litigations since December 1999;

5. That although I'm not a named Defendant, I'm an interested party in this matter, by virtue of: The two related cases; The substantial personal and financial investment I made in Alliance and its mission since its establishment in 1990 and throughout its development; and the carrying of its overall litigation costs that amounts to several hundred thousand dollars;

6. That I have the Alliance board approval to represent Alliance in this litigation;

7. That consolidating this matter with the two existing actions will allow me to become party to this action and therefore represent Alliance's interests as well (Exhibit B, Motion to Consolidate, for this Court's ruling, also filed on January 24, 2002 in the two related cases.)

8. That there is a pending request before the Waterbury Complex Litigation Docket, Hon. Sheldon, J. to intervene in assisting Alliance and all Plaintiffs in the related actions to secure zealous counsel to protect their interests.

The above constitutes the personal affidavit of Yvonne Liebel, detailing relevant facts known to me that bear upon this request for permission to represent the Alliance Foundation, Inc. in the above captioned matter.

Respectfully submitted this 29th day of January 2002.

/S/YVONNE LIEBEL_____

106 Great Hill Road
Ridgefield, Connecticut 06877

8913 Olimpic Blvd. Suite 101
Beverly Hills, California 90211

Tel: 310-657-2772 Fax: 310-2731 Cell: 310-435-0769

CERTIFICATION

I, Yvonne Liebel of 106 Great Hill Road, Ridgefield, Connecticut 06877, hereby certify that on this date, January 30, 2002, I served the enclosed Letter and Affidavit on each party to the proceeding or that party's counsel, by faxing and/or mailing these documents as follows:

Joseph Clasen, Esq. (c/ E. Grant)
Robinson & Cole, LLP
695 E. Main St.
P.O.Box 10305, Stamford, CT 06904
Tel: (203) 462-7500 Fax: (203) 462-7599

Brian Wille, Esq. (c/Nagro,Solomon)
Costelanetz and Fink, LLP
530 Fifth Ave.
New York, NY 10036
Tel: (212) 808-8100 Fax: 808-8108

Michael K. Stanton, Jr. Esq. (counsel for Weil, Gotshal and Manges;Mark Hoenig; David Stone; Bridge To Brotherhood, Inc.; Ira Millstein; and Marvin Jacob)
Curtis Mallet-Prevost, Mosle, LLP
695 E. Main St., Stamford, CT 06901
Tel: (203) 359-6200 Fax: (203) 328-2617

Stephen Fogerty, Esq. (c/Ridgefield Bank)
Halloran & Sage LLP
315 Post Road West
Westport, CT 06880
Tel: (203) 227-2855 Fax: (203) 227-6992

Karen Linder, Esq. (c/Nagro/Solomon)
Rucci, Burnham & Edelberg, LLP
800 Post Road
P.O.Box 1107, Darien, CT 06820
Tel: (203) 655-7695 Fax: 655-4302

Stephen Gerard, Senior Partner
PricewaterhouseCoopers, LLP/Kesselman
1177 Ave. of the Americas
New York, NY 10036
Tel: (646) 471-4000

Thomas Reynolds, Senior Partner
Reynolds and Rowella, LLP
90 Grove St..
Ridgefield, CT 06877
Tel: (203) 438-0161

COURTESY COPIES

Hon. Michael R. Sheldon c/o Brenda Hamilton, Esq
Waterbury Superior Court,

Complex Litigation Docket
400 Grand Street,
Waterbury, CT 06702
Tel: (203) 236-8232

EXHIBIT A

NO. (X02) CV-01-0167482-S

THE ALLIANCE FOUNDATION, INC. ET AL.	: SUPERIOR COURT
Plaintiffs,	: JUDICIAL DISTRICT : OF WATERBURY
v.	: COMPLEX LITIGATION : DOCKET
EUGENE GRANT, ET AL.	:
Defendants.	: JANUARY 8, 2002

THE "ALLIANCE ATTORNEY SAGA", A SUPPLEMENT TO MEMORANDA DATED 12-31-01 OBJECTING TO: MOTION FOR NON-SUIT and MOTION FOR DEFAULT AND REQUEST FOR DAMAGES, DATED DECEMBER 17, 2001, FILED BY JOSEPH L. CLASEN, ESQ., ATTORNEY FOR DEFENDANTS EUGENE GRANT, ESQ.; RICHARD SOLOMON; AND ROBERT NAGRO And MOTION FOR NON-SUIT DATED DECEMBER 20, 2001, FILED BY: MICHAEL K. STANTON, ESQ., ATTORNEY FOR DEFENDANTS WEIL, GOTSHAL AND MANGES, LLP; BRIDGE TO BROTHERHOOD, INC.; MARK HOENIG, ESQ.; DAVID STONE, ESQ.; IRA MILLSTEIN, ESQ.; AND MARVIN JACOB, ESQ.

The Plaintiff, Yvonne Liebel, pursuant to her capacity as pro se and shareholder in the above matter and/or as

Shareholder/partner, Founder and CEO representative of the Plaintiff corporations: The Alliance Foundation, Inc.; Alliance Capital, inc.; Alliance International Development, Corp.; DTL-USA, Inc.; and General Homes, Inc.; hereby files this Supplement titled the "Alliance Attorney Saga" to further inform the Court and support her argument that neither herself nor the above mentioned corporations of which she is a shareholder and officer can obtain and/or maintain zealous legal counsel to represent them in and through this and other related actions without this Court's intervention, as described in her Memoranda to this Court filed on November 17, 2001:

"To Point 4 of ORDER: .. and, considering her futile efforts to secure zealous counsel to represent her and the interests of the above corporations; Ms. Liebel is certain she would not be able to secure such new counsel by December 15, 2001, or at any other date,

ORAL ARGUMENT NOT REQUESTED
TESTIMONY NOT REQUIRED

without this Court's intervention. The reason would not be for "failure to prosecute with reasonable diligence" as stated in the ORDER but for the severe interference with the Plaintiffs' legal counsel as stated in the Petition for Writ of Certiorari and the Petitioner's Supplemental Brief to Petition for Writ of Certiorari. Should this Court require additional information in support of what was already stated in these documents to invoke its power to intervene, this Plaintiff would welcome such opportunity as the burden to carry this litigation alone is extremely difficult and risky to its adjudication results."

As a result of a grim and impossible situation, the Plaintiff, Yvonne Liebel, and the corporations were and continue to be denied their basic right to Due Process as afforded to them under the Fourteenth Amendment of the United States Constitution.

The following "Alliance Attorney Saga" is a timeline that tells the tale through a very brief recount of the events with the numerous attorneys since May 15, 1997, when the conflict finally became apparent and unavoidable to Plaintiff, Yvonne Liebel. Ms. Liebel tried to avoid writing this document, but now it is mandatory in face of the Motions for Non-Suit and Default filed by the Defendants. Its purpose is not to bring charges against these attorneys but only to present to the Court the severity of the problem in order to obtain this Court's assistance. To date Ms. Liebel spent approximately $160,000 on behalf of this and related actions, and contacted and/or worked with 30 attorneys as follows:

May 15, 1997 Christopher Leonard, Esq., of Cutsumpas, Collins, Hannafin, Garmella, Jaber & Tuozzolo of Danbury, Connecticut: Attorney Leonard was Ms. Liebel's personal attorney since 1994. His advise extended to all the corporations as well. He was recommended to Ms. Liebel by her CPA firm of Reynolds and Rowella, LLP. On May 15, 1997, attorney Leonard dropped a bombshell and told Ms. Liebel he could no longer represent her because he represented the corporations only (Exhibit A, Attorney Leonard's letter dated May 15, 1997). In private, Attorney Leonard told Ms. Liebel he could not get in the middle between her and Mr. Grant since he also advised Mr. Grant. Mr. Leonard would not even refer an attorney, claiming this would create a conflict with Mr. Grant. Mr. Leonard never warned Ms. Liebel that advising Mr. Grant would jeopardize their relationship. His reason made no sense, as both Mr. Grant and Ms. Liebel were shareholders in Alliance Capital, Inc. and General Homes, Inc. Mr. Leonard also told Ms. Liebel that the personal retainer agreement she signed in 1994 was lost due to changes in his firm's computer system. The May 15, 1997 letter is in direct contrast with a letter written by Attorney Leonard only a day earlier, when he pleaded Ms. Liebel's case to Mr. Grant in a demand letter dated May 14, 1997 (Exhibit B, May 14, 1997 demand letter). Attorney Leonard was paid many thousands of dollars for his services since he was retained.

June 1997-May 1998 - Dan Casagrande of Pinney, Payne,Van Lenten, Burrell, Wolfe & Dillman, PC., of Danbury, Connecticut: Attorney Casagrande was referred by Attorney Hillel Goldman of Danbury, who couldn't take the case, explaining he was not a litigation attorney. Attorney Casagrande handled the initial demand letters to Mr. Grant and did basic research, such as the Alliance Foundation, Inc. a 3rd party beneficiary to the agreements between Liebel and Grant. When negotiations reached a dead end, at Ms. Liebel's suggestion, Attorney Casagrande consulted with Weil, Gotshal and Manges, LLP. (WGM), The Alliance Foundation's pro bono attorneys since March 1990. Casagrande attended meetings with them and Attorney Dan Berman of New York City, Mr. Grant's attorney, who was also a contributor to The Alliance Foundation, Inc. During this period attorney Linda Vescio and her assistant of WGM visited the Alliance' offices and Casagrande's offices in Connecticut and copied all relevant files to the case under the pretense of helping the Alliance Foundation (Exhibit C, Casagrande's request of payment for copies made by the firm, dated January 20, 1998 (4 pages)). After negotiations with Grant failed again, in May 1998, Attorney Casagrande requested that WGM agree to represent The Alliance Foundation, Inc. in an action against Mr. Grant (Exhibit D, a letter dated May 11, 1998, written by Attorney Dan Casagrande to Mark Hoenig and David Stone of WGM).

October 1997- May 1998 Mark Hoeing and David Stone of WGM: These attorneys went from the opinion that The Alliance Foundation, Inc. had a weak case against Mr. Grant but Ms. Liebel had a strong case against him in October 1997, to neither having a case in May 1998. Also, Mark Hoenig harmed the case with disclosure of confidential information to attorney Dan Berman, Mr. Grant's attorney, and blocked every possible written or verbal resolution. During all meetings, Attorney David Stone seemed to want to help to resolve the conflict in favor of The Alliance Foundation and Ms. Liebel, while Attorney Mark Hoenig was uncooperative. In the final analysis, in May 1998, WGM refused to

represent The Alliance Foundation, Inc. against Mr. Grant. The impression Ms. Liebel was left with was that funny stuff was going on with WGM and between the attorneys but she was puzzled as to what it was. At a meeting at WGM offices, a perplexed and weak Casagrande failed to defend The Alliance Foundation against attorney Hoenig's breaches of confidence. Negotiations with Mr. Grant reached a dead end once again. To that point Mr. Casagrande was paid approx. $15,000-$20,000 for his services.

October 1998- WGM' Bridge To Brotherhood, Inc. In October 1998, Ms. Liebel received an anonymous invitation to the Second Gala of Bridge to Brotherhood, Inc., the charity established by WGM in January 1997, approx. 10 days after The Alliance Foundation, Inc. received its approval of the all important second IRS private-letter-tax-ruling. In one shocking moment, it all became very clear. WGM and their attorneys were the direct beneficiaries from the demise of The Alliance Foundation, Inc. Their pro bono service cost the Foundation its life, not to mention the disaster it caused Ms. Liebel and the rest of the corporations.

November 1998- Dan Casagrande of Pinney, Payne,Van Lenten, Burrell, Wolfe & Dillman, PC., of Danbury, Connecticut: Immediately following her discovery of Bridge to Brotherhood, Inc. Ms. Liebel called Attorney Casagrande and informed him of her findings. She asked if he would consider a representation of the expanded case, as the conflict between her and Mr. Grant was now dwarfed by this new discovery. Attorney Casagrande sent a retainer letter like no other. Outside of its outrageous terms it included a sentence Ms. Liebel had never seen before in any retainer letter " You must agree to my firm's withdrawal from the case under any of the following circumstances: .... 2. You refuse to accept any offer of the dispute with Mr. Grant." (Exhibit E, Retainer letter by Attorney Casagrande dated November 18, 1998 (3 pages)).

Note: Between the breakup of The Alliance Foundation, Inc. and WGM relationship in May 1998 and until the discovery of Bridge to

Brotherhood, Inc. and Casgrande's retainer letter in November 1998, Ms. Liebel tried to obtain new legal counsel:

July 1998- Paul J. Bschorr at Dewey Ballantine, LLP. of New York City. Attorney Paul Bschorr agreed to represent The Alliance foundation, Inc. subject to phase one of his engagement letter, which was reading the file and receiving $20,000. His letter included no commitment to move to phase 2, a commencement of litigation and prosecuting it (Exhibit F, retainer letter dated July 1, 1998 by Paul J. Bschorr). On July 14, 1998, Ms. Liebel sent a letter to Attorney Bschorr together with a $20,000 check asking him to amend his engagement letter to commit to phase 2 and the filing of a complaint by September 8, 1998. The letter requested that if Mr. Bschorr did not agree with the terms, he would send back the files and the check (Exhibit G, July 14,1998 letter by Ms. Liebel to Mr. Bschorr). On July 20, 1998, while bantering the terms of the letter and two days prior to a scheduled meeting to finalize the engagement letter, Paul Bschorr deposited the $20,000 (Exhibit H, July 20, 1998 fax letter by Mr. Bschorr). This breach of basic understanding and agreement necessitated a conference call to the Alliance Board, after which Ms. Liebel stopped payment on the check (Exhibit I, Ridgefield Bank stop payment notice accompanied by a letter to Mr. Bschorr dated July 20, 1998). Ms. Liebel broke off relations.

August-September 1998- Alan Rubinstein and Samuel Tannenbaum of Rosenblum and Filan of Stamford, Connecticut. Ms. Liebel spent many days summarizing and organizing the folders for these attorneys review. At their first scheduled meeting following receipt of the material, Ms. Liebel noticed they were completely ignorant of the case. The elderly attorney, Mr. Samuel Tannenbaum, seemed angry and preoccupied with why Ms. Liebel failed to bring all originals to the meeting, which was irrelevant and highly suspect. Attorney Rubinstein simply made intimidating statements against filing a suit on behalf of the Foundation against Grant. Shortly thereafter, Mr. Tannenbaum asked for $20,000 upfront retainer and said his firm would have to screen Ms. Liebel

and the entities before taking the case. Ms. Liebel instantly asked for the files back and dropped this law firm.

October 1998- Ellen Plasil (sole practitioner) of Newtown, Connecticut. Attorney Plasil met with Ms. Liebel for a couple of hours and decided the case was too big for her to handle. She recommended the highly respected law firm of Shrader & Knapp, as she referred to them (Exhibit J, Ms. Plasil's invoice, dated October 30, 1998.)

November 1998 Doug Schrader & Ms. Knapp of Schrader & Knapp of Westport, Connecticut. These attorneys reviewed the case for one month and seemed ready to represent Ms. Liebel's claims but not The Alliance Foundation's, which was useless for Ms. Liebel. In their third and final meeting, after sending Ms. Knapp out of the office (Ms. Knapp was sympathetic to the case), Attorney Schrader, a man in his 70's, made intimidating statements to Ms. Liebel behind closed doors about the case. Ms. Liebel dropped this law firm. Mysteriously, a retainer check for $2500.00 sent by Ms. Liebel was lost in the mail, never to be cashed or found. Attorney Schrader never asked for replacement.

December 1998-February 1999 - Bernard H. Fishman of Fishman, Herrmann & Anderson of New York City. Although for 30 years Mr. Fishman belonged to the same private country club in Westchester, New York, to which Mr. Grant belonged, he insisted there was no conflict of interest in representing Ms. Liebel and the corporations. Mr. Fishman studied the folders and was willing to file an action on behalf of Ms. Liebel against Mr.Grant for her personal claims, and against Robert Nagro on behalf of The Alliance Foundation, but would not file a suit on behalf of the Foundation against Mr. Grant and WGM. In a three way meeting which included Mr. Fishman's partner, Mr. Anderson, his partner made intimidating statements about possible jail sentence if Ms. Liebel pursued a lasuit on behalf of the Foundation against Grant and WGM. Ms. Liebel dropped this law firm. Sometime later, Ms. Liebel

found out that Attorney Fishman was also a close friend at the club with Defendant Richard Solomon's father and that Mr. Anderson was no longer associated with the firm.

April-July 1999 Peter Hearn (sole practitioner) of Philadelphia, Pennsylvania. Attorney Ahern looked over the case for over two months and reached the conclusion that he was too busy and would not be the appropriate attorney for this case. Instead, he spent most of his time searching for "appropriate" counsel at a cost of $10,000 to Ms. Liebel. On July 1, 1999 he reached the following conclusions: " Our efforts to find a lawyer in either New York or Connecticut in whom you would have special confidence have not yet produced a lead candidate. Part of the reason, I believe, is that we have told our candidates that the representation you seek includes bringing a claim against Weil, Gotshal and Manges. Both Bob Fisk and Stanley Arkin have turned us down for that reason. Nancy Kilson said she would not take any Weil, Gotshal part of your representation. They feel, as do I, that while an investigation may eventually yield evidence of a claim against WGM, right now we don't have sufficient evidence of one. In the case of Arkin, we had our doubts about the relationship. In the case of Kilson, I was more impressed than you were and I liked the prospect of a Proskauer involvement ....I hope you will forgive me if I wind up this letter with a rather blunt assessment of your situation. I earnestly hope you will pursue only the claims that are strong under the law and easy to present... If you do not limit yourself this way, I believe you may wind up defeated on all claims- even the good ones- because you used up your financial resources and personal energy trying to prove things like the 501(c)(3) tax rulings.. The list will be long and, I fear, the road tortuous...If you elect to take the complicated- and I believe almost impossible- road, I fear you'll lose your marvelous human spirit. The wonderful characteristics you have that draw a loving son to your side, that have charmed folks in Reading may be blunted and destroyed. Don't do it. Take the easy money and run. My best. Cordially, Peter Hearn." Ms. Liebel refused to pay

Attorney Hearn his second $10,000 invoice. Attorney Hearn did not insist on that payment.

NOTE: Two different Danbury Superior Court Judges, reviewing two Motions to Cite In on two separate occasions and the evidence that was available to Attorney Hearn, cited in the entire WGM team including Bridge to Brotherhood, Inc., as Defendants in the case.

July 1999- Ms. Liebel contacted the FBI for help. Desperate for assistance, Ms. Liebel contacted the FBI, especially in light of recent findings about UCC violations by Ridgefield Bank and its involvement with Mr. Grant and others in the broader aspect of the litigation. Following a couple of telephone conversations between them, the FBI agent called Ms. Liebel to inform her that he conducted an interview with Mr. Gary Smith, President of the Bank, at the bank. Although the FBI would not pursue a criminal investigation, the agent strongly advised Ms. Liebel to file a civil suit against the bank.

September 1999-October 2000 Richard Gregg, Esq./MBA of North Carolina and Florida . In absolute desperation for honest and zealous legal counsel and out of concern for statute of limitation problems due to delays in obtaining counsel, Ms. Liebel, in an underground type operation, placed an ad in the Raleigh/Durham daily newspaper, away from the New York/New England area under an assumed name, with a New York P.O.Box, searching for an in-house attorney. In the interviews she conducted in North Carolina she did not mention the Defendants' names, only description of the case. At $35,000 a year with all expenses paid, Attorney Richard Gregg was hired. For the next two months or until the complaint was filed, in order to avoid interference with this new counsel, Attorney Gregg operated under strict confidentiality agreement. He could only use his maiden name when dealing with various vendors and the CPA firm; he could not drive his car to avoid license plate identification; and could not discuss the case with anyone at all. Attorney Gregg reviewed the evidence with Ms.

Liebel and prepared the first complaint: DTL-USA, Inc. and Yvonne Liebel v. Ridgefield Bank, which was filed in December 1999. Although the Clerk at the Danbury Courthouse was told that Gregg was an in-house attorney, she insisted that by the return date in January 2001, a Connecticut attorney had to sign the complaint on behalf of DTL-USA, Inc. Mr. Gregg was surprised as the law in Florida was more flexible in this matter. Mr. Gregg also began drafting the main complaint: The Alliance Foundation, Inc. et al. v. Eugene Grant et al. Having an MBA, Gregg was also responsible for managing the financial affairs of the corporations.

All went well until Gregg left for a short visit home to Miami, Florida. When he came back he told Ms. Liebel that his lawyers friends whom he considered to help him with the case, warned him that if he added WGM to the main complaint he risked not working in his field, ever again. After his visit to Miami, Mr. Gregg's work and attitude adversely and drastically changed, causing great harm to the entities he was hired to represent.

<u>January 2000 David Bennet, the "Buldog" of Danbury, Connecticut</u>: Mr. Bennett convinced Ms. Liebel that he was the appropriate attorney to represent DTL-USA, Inc. against Ridgefield Bank. He disclosed to Ms. Liebel that Attorney Christopher Leonard's law firm, her personal attorney, was on the Board of Directors of Ridgefield Bank, and pointed to the many pictures of Bulldogs on his office walls as sign of his aggressive and successful professional reputation. He promised Ms. Liebel he would file the appearance on behalf of DTL-USA, Inc. by the return date in January to avoid possible default. Attorney Bennett received a $12,500 retainer. On the day he was scheduled to file his appearance, he called Ms. Liebel to confirm his filing. A few days later, Ms. Liebel was shocked to receive a Danbury Court Appearance notice listing Ms. Liebel's name alone, as pro se. Attorney Bennett's name was not listed in the notice. Attorney Bennett provided no reasonable explanation for what happened. When he was dismissed, he returned less than half of the retainer.

February 2000- May 2000, Beth Barbosa and Francis of West Hartford, Connecticut. Quickly trying to remedy the situation created by Bennett, Ms. Liebel contacted an organization that provided attorneys names nationwide. She hired Beth Barbosa, another in-house attorney at $2000 per month. The employment/confidentiality agreement called for barbosa to spend 3 days in Ridgefield; she was not to conduct any phone calls with the Defendants' attorneys; all communications with opposing counsel had to be in writing to the Ridgefield office. Beth Barbosa, who was only two months out of law school and with hardly any clients of her own was pleased with her new assignment. Barbosa signed the DTL-USA, Inc. and Yvonne Liebel v. Ridgefield Bank complaint and returned it to the Court. At first all went well until Ms. Liebel put Attorney Gregg and Attorney Barbosa together. Gregg began manipulating the new lawyer to do things his way. Suddenly, Barbosa, who prior to that provided accurate legal information direct to Ms. Liebel, began supporting Gregg's misleading statements. Barbosa breached her agreement by being too busy to show up to the offices in Ridgefield (stating that her practice suddenly acquired many new clients) and by having conversations with opposing attorney, Mr. Fogerty of Ridgefield Bank from her office in West Hartford. When Ms. Liebel found out about the phone conversations she warned Attorney Barbosa and asked her to adhere to the agreement, as this was a very strict rule. Barbosa quickly threatened to resign if she was not allowed to have these conversations, believing that Attorney Gregg would support her position. To her surprise, Ms. Liebel accepted her resignation. Barbosa cried and asked Attorney Gregg to intervene in rehiring her. Ms. Liebel no longer trusted either one. Shortly after attorney Barbosa was dismissed, attorney Gregg was sent back to Miami. He continued, however, to provide legal advice long distance until October 2000. During that period Ms. Liebel found herself trying to sort out Gregg's good advice from his misleading advice, relying only on logic and common sense. The outcome of the Gregg-Barbosa fiasco was that a new Connecticut attorney had to be found

in less than two weeks in order to return the main complaint by the May 12, 2000 deadline. The complaint had to go through major revisions, as attorney Gregg and attorney Barbosa refused to add the WGM team, the Ridgefield Bank, Reynolds and Rowella, LLP, PricewaterhouseCoopers LLP and others into the original complaint. Interestingly enough, both attorneys Barbosa and Greggs pressured Ms. Liebel to transfer the cases to a Complex Litigation Docket prior to the Defendants' Application for the transfer. In retrospect, the Gregg-Barbosa team was doing the Defendants work for them. Following their departure, documents concerning the tax rulings, Attorney Bennett story, investigative material, computer data and other documents disappeared from Ms. Liebel's home office. The in-house attorneys became the enemy within. Attorney Beth Barbosa and her husband, a computer specialist, received over $10,000 for their services during their period of employment.

May 2000-June 2001- Attorney Joyce A. Morin (sole practitioner) of Mahopac, New York. Ms. Liebel found Attorney Joyce Morin in the yellow pages. Ms. Morin too, signed an in-house employment/confidentiality agreement agreeing to spend 3 days in the Ridgefield office for a salary of $1,000 per month. Ms. Morin stated she was not a litigation attorney. Attorney Morin's assistance was limited from the start and primarily consisted of editing and signing documents prepared by Ms. Liebel based on Ms. Liebel's consultations with Attorney Richard Gregg in Miami and others. In the second half of her 12 months with Ms. Liebel and the corporations, Ms. Morin, as Ms. Barbosa before her, became too busy due to sudden increase in the number of her clients. She also demonstrated less and less knowledge of Connecticut Law. Ms. Liebel believes that the reasons for her conduct are best described in excerpts from an Affidavit Ms. Liebel filed in the Danbury Superior Court on December 21, 2001 in the case of DTL-USA, Inc. and Yvonne Liebel v. Ridgefield Bank in response to Attorney Morin's Motion to Withdraw from representation of Yvonne Liebel and DTL-USA, Inc. as follows:

"In or about November 2000, shortly after filing the initial Appeal documents in connection with this matter at the Danbury Superior Court, I received a phone call to my home office in Ridgefield, CT, from Attorney Stephen Fogerty representing Ridgefield Bank. Mr. Fogerty asked to speak with Attorney Morin who is representing DTL-USA, Inc. and Yvonne Liebel in the above action. I told Mr. Fogerty that Ms. Morin was not in but since I was also pro se in the matter he could talk to me and I would convey the message to Attorney Morin. Mr. Fogerty sternly said that interlocutory appeal was not allowed in the State of Connecticut and asked that Ms. Morin and I immediately withdraw our Appeal. Mr. Fogerty threatened that if Ms. Morin pursued the Appeal she would be subjected to sanctions and his firm would file for monetary damages against both of us. He repeated his threats several times. Not being an attorney and having no experience with the Appeal process, I could have been intimidated by Mr. Fogerty's "knowledge" of Connecticut law, but since both Ms. Morin and I were at the Appellate Court in Hartford a day earlier and were told by the Clerk that interlocutory appeal was allowed in the State of Connecticut, Mr. Fogerty's statements were perceived by me as manipulation and scare tactics. Later, Ms. Morin agreed with my assessment of Mr. Fogerty's action. I documented this incident in the Appellate Brief.

In or about January 2001, Attorney Morin and I met at a morning session of a short calendar hearing at the Danbury Superior Court. Ms. Morin was upset and confided to me that she was tired and distraught over an awesome and disturbing cleaning job she had to do of a slashed rabbit she found earlier that morning at her doorstep. She said there was blood all over her home's entry and the snow. I was shocked. I asked Ms. Morin if this ever happened to her before but Ms. Morin replied in the negative. Both Ms. Morin and I equated the incidence to a scene from the movie "The Godfather." This incident was briefly mentioned in the Supplemental Brief I recently filed with the United States Supreme Court.

As time went on Attorney Morin became "less knowledgeable" about Connecticut law and "too busy" with her practice to meet with me in accordance with our agreement, to a point where all she did was spell check documents I prepared; provide her signature; and join me to the Courthouse from time to time. Formally Ms. Morin was the attorney representing the case(s) but practically she provided little or no counsel, a situation most frustrating to me and damaging to the cases.

Therefore, Ms. Morin's tactics of not knowing the law; too busy to meet; her resignation just prior to the filing of the Writ of Certiorari, leaving the corporations without counsel and unable to participate as Petitioners in the Writ; and her statements in the Motion to Withdraw and Affidavit, discrediting me as a client, are perceived by me as tactics of self-preservation in face of tremendous pressures, manipulations and intimidation she is confronted with by the Defendants and their counsel. Considering the above circumstances and the fact that Ms. Morin suffers from Multiple Sclerosis, I find I must support her Application for resignation and regardless of her actions and statements I shall always view Attorney Morin as a caring friend and legal counsel."

Ms. Morin received over $12,000 for her services during her representation term.

June 2000-June 2001 Kevin Ahern (sole practitioner) of Branford, Connecticut

Knowing that Joyce Morin was not a litigation attorney and her legal assistance would be limited, also knowing that the legitimacy of Attorney Richard Gregg's advice was questionable, Ms. Liebel had to look for additional counsel to assist with this litigation(s). She placed an ad in a Connecticut newspaper, under another assumed name and conducted interviews in various nearby restaurants. Ms. Liebel hired two litigation attorneys as a result of this effort. Kevin Ahearn signed an employment/confidentiality agreement at a cost

of $250.00 per day on as needed basis. It wasn't very long before Ms. Liebel began receiving conflicting legal advice from Attorneys Gregg and Ahern with regard to Connecticut law. Suddenly- information identifying their names and fax numbers disappeared from their fax pages containing their advice. The instances that caused Ms. Liebel to distrust Mr. Ahern are too numerous to mention, however, the one that terminated the relationship was when Mr. Ahern persisted to go on with the appeal of the 3 Grant v. Alliance cases appealing the transfer of the cases to Complex Litigation Docket after a similar appeal in the main case was dismissed. This caused a host of problems, all of which are described in the Petition for Writ of Certiorari filed on July 26, 2001. When Ms. Liebel refused to go on with the appeal, Attorney Ahern resigned. Acceptance of his resignation was submitted to the Complex Litigation Docket in Stamford Connecticut in July 2001. Attorney Ahern received approx. $16,000 for his services.

June 2000 to date William Barrante of Waterbury, Connecticut Mr. Barrante is the second litigation attorney hired at the time attorney Ahern was hired. He too signed an employment/confidentiality agreement at a token monthly fee of $200, but a substantial contingency fee of $50,000. Ms. Liebel would like to reserve her comments in the case of Attorney Barrante, as he currently represents Ms. Liebel in a $5,000 lawsuit, Heineke v. Liebel filed at the Danbury Superior Court. Ms. Liebel views the Hienecke lawsuit, which commenced in 1997, as a harassment suit filed by related associates of the Defendants in the main case of the Alliance Foundation, Inc. et al v. Eugene Grant et al. The only comment Ms. Liebel will make at this time is that Mr. Barrante never filed appearances in any of these lawsuits and he will never do so in the future. Attorney Barrante is aware of this.
To date Attorney Barrante was paid approx. $2000.

NOTE: The following list is of additional attorneys who were contacted and/or provided limited and askewed consulting services

during the course of these litigation(s): Tim Green (California- sole practitioner, approx. $2000); Frank Silvestri of Zeldis,Needles, Cooper (Bridgeport, CT); Robert Flanagan (N. Carolina, approx. $5,000); Brendan O'Rourke of O'Rourke and Associates (New Canaan, CT, approx. $5,000); Michael Jones of Greenwich, CT; Lee gross (Miami, FL, approx. $3,000); John Moore, banking specialist (South Carolina, approximately $1500); Moshe Harpaz (Israel, approx. $10,000); John Shearman (Danbury, CT, approx. $5000).

In Closing: What has happened to Ms. Liebel and the corporations in a period that is now approaching five years, is not only unconstitutional and un-American but sac religious! In a nation whose justice system prides itself on being so enlightened and refined that a customer at McDonalds can sue for being given coffee too hot... and win, this tale defies all logic. This case(s) are loaded with evidence and testimony against the defendants and the Connecticut courts and their officers must allow the truth to be presented. If the truth is so horrendous that it requires this level of cover up, than the only logical solution is that Ms. Liebel must be informed of that truth in its entirety so she can become part of the solution instead of a continued escalation of the problem. Without the truth, this litigation will surely lead to a disaster.

WHEREFORE Ms. Liebel; The Alliance Foundation, Inc.; Alliance Capital, Inc.; General Homes, Inc.; Alliance International Development Corporation; and DTL-USA, Inc.; respectfully request that the Defendants' Motions for Non-Suit and Default be denied and that the Court intervenes in obtaining and maintaining zealous, honest and knowledgeable, legal counsel to represent the undersigned and the corporations in this and related actions.

PLAINTIFF, YVONNE LIEBEL

/S/BY:_____

Yvonne Liebel, pro se, Founder, Shareholder and CEO of:
The Alliance Foundation, Inc.; Alliance Capital, Inc.; DTL-USA, Inc.;
Alliance International Development Corp.;General Homes, Inc.

8913 Olimpic Blvd. Suite 101, Beverly Hills, CA 90211
Phone: 310-657-2771 Cell: 310-435-0769 Fax: 310-657-2731

NOTE: This pleading was filed in actions #'s 1-6. The number of Exhibits is too large to include herein. Petitioners will present only several examples in support of this pleading as follows:

The "Alliance Attorney saga" Selected Exhibits

CUTSUMPAS, COLLINS, HANNAFIN, GARAMELLA, JABER & TUOZZOLO
PROFESSIONAL CORPORATION
ATTORNEYS AT LAW

148 Deer Hill Avenue- P.O.Box 440, Danbury, Connecticut 06810

Area Code 203-744-2150
Facsimile (203) 791-1126
Extension: 305

Lloyd Cutsumpas
Francis J. Collins
Edward J. Hannafin
Jack D. Garamella
Paul N. Jaber
John J. Tuozzolo
Robert M. Opotzner
Thomas W. Beecher
Eva M. DeFranco
Christopher K. Leonard
Thomas J. Mones
Paula Flanagan
Laura A. Goldstein
Peter A. Scalzo

OF COUNSEL
Mark D. Nielsen

May 15, 1997

VIA FACSIMILE AND U.S. MAIL (1-212-688-5082)

Admitted in Conn. A.N. Y

Ms. Yvonne Liebel
54 Danbury Road, Suite 300
Ridgefield, CT 06877

Eugene M. grant
Eugene M. Grant co.
277 Park avenue
New york, NY 10172

Re: Alliance Capital, Inc. and General homes, inc.
Our File numbers: 95-13498-1-K and 95-13143-1-K

Dear Yvonne and Eugene:

For sometime now, we have been trying to work out the financial issues which face both the corporations. Presently, the two of you differ on the issue of handling current expenses associated with different assets held by the corporations.

As you know, I act as counsel to the corporations. I cannot give legal advice to either of you with respect to your individual interests in these corporations. As the two of you cannot agree on the financial issues with respect to the companies, I would be remise if I did not advise each of you to secure legal counsel. By securing legal counsel for yourselves, you will ensure that your personal interests are protected. Hopefully, the issues between the two of you can be discussed and resolved.

If you have any questions, please feel free to contact me at any time.

Very truly yours,
/S/ Christopher K. Leonard

CKL/mn

Petitioner's Comment: Yvonne Liebel retained Attorney Leonard in 1994 to protect her personal and corporations' welfare. Leonard was recommended to her by Sanford Trado at Reynolds and Rowella, LLP, her accountants. By the time he wrote this abandonment letter, at a time Yvonne Liebel and her corporations needed him most, he received significant sums for his services. He provided no legal sevices to the corporations following this letter, and his abandonment, did not cause any harm to Defendant/Respondent Eugene M. Grant, as he is an attorney himself. However, from the date this letter was written to this day, Yvonne Liebel has suffred undescribeble trauma searching for an attorney to take his place with his knowledge of the case and the parties involved. Further, Attorney Leonard did not disclose to his client, that when he started to take instructions from Defendant/Respondent Eugene Grant at the time of the structuring of the shareholders agreements, he jeopardized their Attorney-Client relationship. Therefore, the statements made in this letter do not reflect the truth whatsoever.

Pinney, Payne, Van Lenten, Burrell, Wolfe & Dillman, P.C

Attorneys at Law

A. SEARLE PINNEY
BOBBY S. PAYNE
THOMAS W. VAN LENTEN
HUGH A. BURRELL
ROBERT J. WOLFE
JOHN M. DILLMAN
MARTIN A. RADER, JR.
WILLIAM S. STEELE, JR.
SHELDON A. ROSENBAUM
JACKIE CHAN
RICHARD D. ARCONTI
TED D. BACKER
JOSEPH DIMYAN
DANIEL CASAGRANDE
KIM E. NOLAN
ALLEN GARY PALMER
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WENDY A. GRISPIN

LEE FARM CORPORATE PARK
83 WOOSTER HEIGHTS
POST OFFICE BOX 3499
DANBURY, CT 06813- 3499

TELEPHONE (203) 743-2721
FACSIMILE (203) 792-4759

November 18, 1998

PRIVILEGED AND CONFIDENTIAL

Ms. Yvonne Liebel
54 Danbury Road, Suite 300
Ridgefield, CT 06877

Re: Yvonne Liebel and The Alliance Foundation v. Eugene M. Grant

Dear Yvonne ;

Thank you for your interest in retaining my firm in connection with your claims against Eugene Grant. In our telephone conversation on Monday, you asked me to outline in writing the terms of a proposed retainer agreement.

As we discussed, I believe the most effective initial course of action is for you individually to bring claims against Grant for breach of contract and estoppel. Once the lawsuit has commenced, we can conduct discovery to determine the nature and extent of other claims that you and/or the Foundation entities may have against him and other persons.

As we have also discussed, Grant has refused to settle this matter despite several overtures from us, and it is quite possible that he will take the same posture in response to a lawsuit. Therefore, the cost of litigating this matter to conclusion therefore could well be several hundred thousand dollars, especially given Grant's considerable financial resources.

My fee proposal in these circumstances is as follows. My firm will require an initial retainer of $75,000. We will bill our time at a reduced hourly rate of $175.00 per hour for partners and $150.00 for associates. Time billed will be credited against the retainer. If and when the retainer is exceeded, we will require an additional retainer of $25,000 against which to bill future time. As each successive retainer is exhausted, new retainers of $25,000 each will be required.

You will be responsible for all costs incurred by us in the action (e.g., court fees, sheriff's fees, court reporter fees, copy costs, extraordinary postage and travel). In addition, you must agree to pay fifteen percent (15%) of any settlement or judgment amount received. We will credit against this fifteen percent the amount of all fees earned up to the date of recovery. For example, if you recover $1 million and you had paid $100,00 for our legal services, you would pay an additional $50,000 ($1,000,000X .15= $150,000-100,000=$50,000).

You must agree to my firm's withdrawal from the case under any of the following circumstances:

1. You fail to pay any retainer amount within thirty (30) days after notification from us that the retainer is due; or

2. You refuse to accept any offer of the dispute with Mr. Grant.

This retainer agreement would apply only to the action by you and/or the Foundation Entities against Grant. Any action which you desire us to commence against other persons would require a separate written fee agreement and retainer.

My best estimate of when we will be able to commence the action against Grant is six weeks from the date of your execution of the retainer agreement and our receipt of the initial $75,000 retainer.

If you find these terms acceptable, please notify me and I will forward a retainer agreement to you incorporating this proposal. Please understand that this letter is not an offer to enter into a contract, but is simply an outline of terms that we would require in a retainer agreement. We will need to meet again, before we sign any agreement, to make sure that we bth have a clear and compatible understanding of the goals of this litigation.

I look forward to hearing from you.

Very truly yours,

/S/ Daniel E. casagrande

Petitioner's Comment: Attorney Casagrande received approximately $20,000 between July 1997 to the time this letter was written, with no accomplishments whatsoever. His letter was written after he knew that the law firm of Weil, Gotshal and Manges, LLP would become a Defendant in any action against Defendant/Respondent, Eugene M. Grant. In spite of Attorney Casagrande's/his law firm's outrageous terms, the Petitioner could afford, this was not an offer to provide legal services. Petitioner underlined the "winning sentence" in this retainer letter that require no further comments.

Logo **BARBOSA & ASSOCIATES, LLC**

Attorneys & Councellors at law

1000 Farmington Avenue, Suite 104
West Hartford, Connecticut 06107

Phone: 860-236-2400
Fax: 860-236-2563
Email: bybarbosa@ hotmail.com

March 28, 2000

David Bennett
72 North Street, Suite 103
Danbury, CT 06810

RE: DTL-USA and Yvonne Liebel v. Ridgefield Bank

Refund of Attorney's fee

Dear Attorney Bennett:

I'm writing regarding our telephone conversation on Friday, March 24, 2000 on the above matter.

As I explained to you I represent DTL-USA and Yvonne Liebel who are demanding a refund of the attorney's fee in the amount of $5277.00 because you failed to file your appearance on their behalf in court. This failure was discovered only after Ms. Liebel received a notice from the court. After contacting you, you admitted to your mistake and advised her to withdraw the complaint and reffile it with your appearance. However, if Ms. Liebel had followed your advice, it would have damaged the case. To minimize the damages, Ms. Liebel had to hire another attorney to represent DTL-USA and her in their lawsuit against Ridgefield bank. Therefore, if you do not refund your attorney's fee in full, DTL-USA and Ms. Liebel will be forced to file a formal complaint with the Grievance committee.

It is my understanding from our conversation that you have not hired an attorney to represent you in settling the above matter since your initial attorney has been disqualified. Once you have hired an attorney, please have him/her contact me to discuss this matter. You or your attorney can reach me at The Alliance Foundation at (203) 431-8655 or send me a written response to the Alliance Foundation at 54 danbury road, Ridgefield, CT 06877. if I do not hear from you or your attorney or receive a check for the full amount by Friday, April 7, 2000, a formal complaint will be filed with the Grievance Committee.

If you have any questions regarding the above matter, please do not hesitate to contact me.

Sincerely yours
/S/

Beth Y.M.Barbosa

Petitioner's Comment: Attorney Bennett received a $12,000 retainer to represent the Plaintiffs in this action as the Court required that the corporation DTL-USA, Inc. retain counsel or lose its claims. An appearance by attorneys had to be filed by the return date. Petitioner asked Bennett to confirm on that date by fax that indeed he was at the court and that his appearance was filed. Attorney Bennett confirmed that appearance was filed by phone and fax. Petitioner, Yvonne Liebel was shocked when the notice from the Court arrived with her name alone, listed as pro se. Attorney Bennett kept the balance of the funds although he accomplished nothing and caused great aggravation to the Petitioner, Yvonne Liebel.

AFFIDAVIT

STATE OF CONNECTICUT)
) SS: Ridgefield Date: 4/18/00
COUNTY OF FAIRFIELD)
I, RICHARD M. GREGG, of 600 Sierra Circle, Coral Gables FL., being first duly sworn, do depose and say as follows:

1) I am over eighteen (18) years of age, understand the meaning and obligation of an oath, and have a personal knowledge of all of the statements listed below.

2) That on April 14, 2000, Beth Barbosa of Barbosa & Associates, and who is the attorney on record for the following 2 cases : DTL-USA & Yvonne Liebel v. Ridgefield Bank, and The Alliance Foundation & Yvonne Liebel v. Eugene Grant, Robert nagro & Richard Solomon, during a phone call in which I took part of, did

hereby resigned from said two (2) cases, and Yvonne Liebel did hereby accept said resignation.

3) That earlier that morning, Yvonne Liebel had facsimiled over to Beth Barbosa's office a letter stating that she is not to have any oral communications with opposing counsels to the above-referenced cases.

4) The reasoning behind said resignation proffered by Beth Barbosa was brought on by a call received by her from an opposing attorney in which she stated that she needed to be able to respond, answer and converse with opposing attorneys so that not to cause them ethical problems, and after said request was refused by Yvonne liebel, Beth Barbosa did resign.

5) That said request mentioned by beth barbosa in section four (4) does in fact violate her confidentiality agreement.

I certify that the foregoing statements are true and accurate to the best of my knowledge and belief but are acknowledged by the signatory only if and when the following events occur:

A) beth Barbosa or Barbosa & Associates bring a legal suit against Yvonne Liebel, the Alliance Foundation or any of the companies that she controls; or

B) said information is necessary to present to the Court in either of the above mentioned cases so as to grant additional time to ensure that the plaintiffs in said cases are not prejudiced.

/S/_____
Richard M. Gregg

Subscribed and sworn to before me in and for the county of Fairfield, State of Connecticut this 18th day of April, 2000.

Notary Public
Victor A. Anderson SR.
Notary Public
My Commission Expires
August 31, 2002

Petitoner's Comment: Attorney Richard Gregg was a full time in-house counsel for the Alliance Entities from October 1999 to October 2000. He was sent back to Florida in May 2000, due to his interference with the cases. He assisted with the litigation long distance until relations terminated. In May 2000, Attorney Joyce Morin was retained as a part time in house counsel to replace Attorneys Gregg and Barbosa. The attorney who made the call to Beth Barbosa, was Stephen Fogerty of Halloran and Sage, LLP, representing the Ridgefield Bank. His conduct has been throughout this litigation less than honorable. Attorney Fogerty as all counsel of record in this litigation received a letter by The Alliance Entities that all communications with the Alliance and/or their counsel had to be in writing. This operational procedure was instated to avoid manipulations and misstatement by opposing counsel due to the Petitioner, Yvonne Liebel's horrific experiences with interference by opposing counsel. Beth Barbosa was a brand new attorney and new counsel to the Alliance Entities. She was well aware of the reasons why this rule was established and agreed, by contract, to abide by it, prior to taking on the position. Holding conversations with opposing counsel was a breach of that agreement.

No. SP02-10636-S :SUPERIOR COURT
THE VISITING NURSE ASSOCIATION:
OF RIDGEFIELD, INC. :G.A.3–HOUSING SESSION
:AT DANBURY
VS. :
THE ALLIANCE FOUNDATION, INC. : MARCH 5, 2002

DOCKET SHEETS

Because this is a Housing Court Case, there are no docket sheets.

THE DEFENDANT

BY_____
John R. Williams (#67962)
51 Elm Street, Suite 409
New Haven, CT 06510
203.562.9931
Fax: 203.776.9494
E-Mail: jrw@johnrwilliams.com
Its attorney

CERTIFICATION OF SERVICE

On the date above stated, a copy hereof was mailed and faxed to the defendant at the addresses and fax number noted above and also was mailed and faxed to defense counsel of record:

Herbert F. Rosenberg, Esq.,
80 Grove Street
Ridgefield, CT 06877
Fax:203.431.4021

Petitioner's Commement: This document is part of the pleadings Attorney Williams entered with the appeal he filed on March 5, 2002. This was faxed to the Petitioner, Yvonne Liebel on March 4, 2002 at 7:39 PM. The statement made in this entry is false. Appendix A59 represents docket sheets for this action. Yvonne Liebel obtained

them from the Court. Similarly, Attorney Williams told the Petitioner when faced with an important deadline to file a pleading, that the Court was closed after hours and their fax machine would not accept faxes. When the Petitioner insisted, he later called back and said the fax did not go through. Immediately thereafter, the Petitioner faxed the document to the Court without a problem.

SP02-10636-S	:SUPERIOR COURT
THE VISITING NURSE ASSOCIATION:	
OF RIDGEFIELD, INC.	:G.A.3-HOUSING SESSION
	:AT DANBURY
VS.	:
THE ALLIANCE FOUNDATION, INC.	: MARCH 14, 2002

MOTION TO WITHDRAW APPEARANCE

Pursuant to Section 3-10 of the Practice Book, the undersigned respectfully moves to withdraw his appearance on behalf of the defendant on the ground that the attorney-client relationship has broken down and the defendant, acting through its Chief Executive Officer, has expressly discharged the undersigned and instructed the undersigned to take no further action of any kind on its behalf. A copy of the said directive was faxed to the court today by the said official.

The last known address of the defendant is P.O. Box 1153, Ridgefield, CT 06877 and 8913 olimpic Boulevard, suite 101, Beverly hills, CA 90211; and the defendant's most frequently used fax number is 516-791-0614.

This case has not been assigned for trial.

A Section 3-10(b) notice has been mailed and faxed to the defendant at the above addesses and fax number and a copy thereof

is attached hereto, along with a certificate of fax receipt, as Exhibit A.

ORAL ARGUMENT NOT REQUESTED
TESTIMONY NOT REQUIRED

THE DEFENDANT

BY/S/_____
JOHN R. WILLIAMS (#67962)
Williams and Pattis, LLC
51 Elm Street
New Haven, CT 06510
(203) 562-9931
FAX: (203) 776-9494
Its Attorney

ORDER

The foregoing motion having been heard, it is hereby ORDERED:

Denied

Present, H. Rosenberg, Esq.
J. W. Williams, Esq.

THE COURT (Ginnochio, J.)

BY/S/_____ Robin J. Smith_____,J.
Dp Chief Clerk 3/25/02

NO. SPO2-10636-S	:SUPERIOR COURT
THE VISITING NURSE ASSOCIATION:	
OF RIDGEFIELD, INC.	:G.A.3-HOUSING SESSION
	:AT DANBURY
VS.	:
THE ALLIANCE FOUNDATION, INC.	: MARCH 5, 2002

NOTICE OF MOTION TO WITHDRAW APPEARANCE

TO: The Alliance Foundation, Inc.
C/o Yvonne Liebel
P.O.Box 1153
Ridgefield, CT 06877
Fax: 516.791.0614

The Alliance Foundation, Inc.
c/o Yvonne Liebel
8913 Olimpic Boulevard
Suite 101
Beverly Hills, CA 902121

The undersigned is filing a motion which seeks the court's permission to no longer represent you in the above captioned case.
If you wish to be heard, you should contact the cler's office at 146 White street, Danbury, CT 06810 (Telephone: 203.207.8600) to find out the date and time of a hearing.
You may appear in Court on that date and address the court concerning the motion.
If the motion to withdraw is granted, you should either obtain another attorney or file an appearance on your own behalf with the court.
If you do neither, you will not receive notice of court proceedings in this case and a nonsuit or default judgment may be rendered against you.

CERTIFICATION OF SERVICE

On the date above stated, a copy hereof was mailed and faxed to the defendant at the addresses and fax number noted above and also was mailed and faxed to defense counsel of record:

Herbert F. Rosenberg, Esq.,
80 Grove Street
Ridgefield, CT 06877
Fax:203.431.4021

/S/_____
John R. Williams

Petitioner's Comment: P.B Section 3-9 (a)(d) applies to attorneys who have been dismissed by their clients, and requires no Court approval. The P.B. Section 3-10 that Attorney Williams cited in his Motion to Withdraw applies to attorneys who withdraw voluntarily and requires the Court's permission. This Section also requires that an attorney gives his client a 10 day notice before filing his Withdrawal. Considering that Attorney Williams was dismissed by his clients on March 13, 2002, and his withdrawal was not voluntary, Attorney Williams' filing is false and his 10 day back dated notice is false as well. Following his filing, the Court set a hearing date on his motion and denied the motion, forcing the clients to be represented by their dismissed counsel.

APPENDIX D5

THE ALLIANCE FOUNDATION, INC.

P.O. Box 1153
Ridgefield, Connecticut 06877

8913 Olimpic Blvd. Suite 101
Beverly Hills, California 90211

Tel: 310-657-2772 Fax: 310-2731 Cell: 310-435-0769

February 8, 2002

Via Fax: (203) 776-9494 (32 pages) and Express Mail

203-562-9931
John R. Williams, Esq.
Williams and Pattis, LLC
51 Elm Street
New Haven, CT 06510

Re: The Visiting Nurse Association of Ridgefield, Inc. v. The Alliance Foundation, Inc. Docket No. SP02-10636

Dear Mr. Williams:

Enclosed is a copy of the retainer agreement with a $15,000 check. Also enclosed are relevant documents to the above eviction case, organized chronologically by the date they were filed with the Danbury Superior Court.

A default for failure to appear was entered on February 5, 2002. As we agreed, please file an appearance on Monday, February 11, 2002 with the Motion to Consolidate enclosed herein. Please fax me a copy of your Appearance form and any changes you recommend to the Motion and/or Memorandum prior to your filing them. After filing, please mail to the addresses listed above date-stamped copies for our files. During this weekend and the rest of next week you may reach me at 516-791-0614.
Feel free to call me with any questions.

Very truly yours,
/S/Yvonne Liebel
Founder and CEO

APPENDIX D6

Yvonne Liebel

8913 Olimpic Blvd, Suite 101, Beverly Hills, CA 90211
Tel: (310) 657- 2771 Fax: (310) 657-2731

February 18, 2002

Via Fax: 203-207-8642 (10 pages with cover) and FedEx

203-207-8600
Clerk of the Court
Danbury Superior Court
146 White Street
Danbury, CT 06810

Atten: Robin Smith

Re: The Visiting Nurse Association of Ridgefield, Inc. Docket No. SP02-10636

Dear Sir or Madam:

Enclosed for filing please find a "Motion for Continuance Of Argument" signed by Attorney John Williams, representing the Defendant, The Alliance Foundation, Inc. and a fax receipt confirming a fax of said motion to opposing attorney (3 pages).

Also enclosed for filing is a "Motion for Joinder of Additional Defendant" and "Affidavit in Support of Motion for Joinder of Additional Defendant" signed by Yvonne Liebel

pursuant to C.G.S. Section 52-102 and P.B 9-6, including Certifications (6 pages).

Hard copy originals of both Motions have also been FedExed to you.

Thank you for your time and attention.

Very truly yours,
/S/Yvonne Liebel, pro se,
Founder and CEO:
The Alliance Foundation, Inc.,

Yvonne Liebel

8913 Olimpic Blvd, Suite 101, Beverly Hills, CA 90211
Tel: (310) 657- 2771 Fax: (310) 657-2731

February 19, 2002

Via Fax: 203-207-8642 (2 pages with cover) and FedEx

203-207-8600
Clerk of the Court
Danbury Superior Court
146 White Street
Danbury, CT 06810

Atten: Robin Smith

Re: The Visiting Nurse Association of Ridgefield, Inc. Docket No. SP02-10636

Dear Sir or Madam:

Enclosed for filing please find the undersigned pro se Appearance, to be filed with the "Motion for Joinder of Additional Defendant", adding the undersigned as a defendant to the above action. The Motion was faxed to the Court yesterday evening.

Hard copy originals of both Motion and Appearance have been FedExed to you.

Thank you for your time and attention.

Very truly yours,
/S/Yvonne Liebel, pro se,
Founder and CEO:
The Alliance Foundation, Inc.,

Cc: Counsel for the Plaintiff

DOCKET NO. SP-02-10636-S

THE VISITING NURSE ASSOC. OF RIDGEFIELD, INC.	**: DANBURY SUPERIOR COURT**
Plaintiff,	**: GA-3 (AT DANBURY)**
V.	:
THE ALLIANCE FOUNDATION, INC.	**:FEBRUARY 18, 2002**
Defendant.	

MOTION FOR JOINDER OF ADDITIONAL DEFENDANT

Pursuant to C.G.S. Section 52-102 and Connecticut P.B 9-6, any person may be made a defendant who has or claims an interest in the controversy, or any part thereof, or whom it is necessary, for a complete determination or settlement of any question involved

therein, to make a party. In accordance with C.G.S. Section 52-102 and Connecticut P.B 9-6, Yvonne Liebel, is willingly and without reserve wish to join as Defendant in the above action.

The undersigned, Yvonne Liebel, represents that in her capacity as Founder and CEO, as well as, Contributor/Financier and representative of The Alliance Foundation, Inc., she has legal, ideological and financial interests in the subject matter of this action as the Plaintiff did hereby commit tortuous and unlawful acts that adversely affected her personally. Said actions were committed by the Plaintiff in this action in furtherance of a conspiracy to destroy the Defendant, The Alliance Foundation, Inc. and Yvonne Liebel. Therefore this new cause of action initiated by the Plaintiff arose from the same fact pattern as two other actions in which, Yvonne Liebel is a Plaintiff, involving the present one. The new Defendant, Yvonne Liebel, also has strong third party beneficiary claims to this cause of action. Any judgment awarded in this action will be partially appointed to the new Defendant. In addition, joining this new Defendant would assist in complete determination or settlement of any question involved. Finally, joining the new Defendant to this action would serve the important public policy of judicial economy. Without said Joinder, a new and separate lawsuit would have to be filed to protect Yvonne Liebel's personal rights.

In addition, on January 24, 2002, Yvonne Liebel attempted to represent the Defendant, The Alliance Foundation, Inc.'s claims by filing an Appearance and a Motion to Consolidate this matter with the other two present actions, but on January 25, 2002, the Papers were returned to her, denying her representation for not being an attorney. On January 28, 2002, a letter and "Objection to Motion to Consolidate" was filed by opposing counsel. On January 29, 2002, Yvonne Liebel filed a letter with an Affidavit and a Motion, requesting the Court's permission to appear on behalf of the Defendant, but on February 1, 2002, the Court entered "Motion for Default for Failure to Appear and Judgment for Possession". On February 5, 2002, the Court denied Yvonne Liebel's letter

Requesting Permission to Represent the Defendant and sustained the Plaintiff's Objection to the Motion to Consolidate, although the Motion was not filed. In accordance with Connecticut law the Defendant was allowed until February 13, 2002 to obtain counsel.

On January 8, 2002, Yvonne Liebel hired an attorney for the Defendant, who on that date filed an Appearance, a Motion to Reopen Default and the Motion to Consolidate. On February 13, 2002 the Memoranda of Law was filed in support of said Motion to Consolidate. The Court did not automatically open the Default, as customary, but entered an Order for a hearing scheduled for February 19, 2002 on the Motion to Reopen and the Motion to Consolidate. Due to Yvonne Liebel being ill with the flu and the short time span allowed by this Court, the new attorney was not yet adequately briefed on the issues, therefore, on Sunday, February 17, 2002, Yvonne Liebel instructed counsel via fax to file a Motion for Continuance and fax it to the Court and to opposing counsel on February 18, 2002. Counsel was unable to fax the Motion to the Court, as fax machine was closed, however, counsel shall file the Motion for Continuance and this Motion for Joinder, at the scheduled hearing on February 19, 2002 at 9:30am.

WHEREFORE, the undersigned respectfully move this Court for an order joining Yvonne Liebel as a Defendant in this action for the above reasons, and for reasons stated in her affidavit appended hereto, and incorporated by reference herein. The undersigned also move that the Plaintiff's complaint be amended to include Yvonne Liebel as a Defendant in this action.

YVONNE LIEBEL
/S/ By_____
Yvonne Liebel, Founder and CEO of The Alliance Foundation, Inc.

Yvonne Liebel, P.O. Box 1153, Ridgefield, CT 06877; And
8913 Olimpic Blvd. Suite 101, Beverly Hills, CA 90211
Tel: 310-657-2771 Cell: 310-435-0769 Fax: 310-657-2731

ORDER

The forgoing motion having been heard, it is hereby ordered:
Granted/Denied

The Court

_____
Judge

CERTIFICATION

I, Yvonne Liebel of 106 Great Hill Road, Ridgefield, Connecticut 06877, hereby certify that on this date, February 18, 2002, have served the enclosed Motion To Join a New Party Defendant, on each party to the proceeding or that party's counsel, by FAX and depositing an envelope containing the above documents in the United States mail, properly addressed to each of them:

Herbert F. Rosenberg, Esq.
80 Grove St.
Ridgefield, CT 06877
Tel: (203) 438-5324
(Counsel for Visiting Nurse Assoc. of Ridgefield, Inc.)

By:_____
/S/Yvonne Liebel

DOCKET NO. SP-02-10636-S

THE VISITING NURSE ASSOC. OF RIDGEFIELD, INC.	**: DANBURY SUPERIOR COURT : GA-3 (AT DANBURY)**
Plaintiff,	
V.	**:**

THE ALLIANCE FOUNDATION, INC. :FEBRUARY 18, 2002
Defendant.

AFFIDAVIT IN SUPPORT OF MOTION FOR JOINDER OF NEW PARTY DEFENDANT

YVONNE LIEBEL, Founder and CEO of The Alliance Foundation, Inc. a 501(c)(3) public charitable organization ("Alliance") and pro se in related actions affirms the following:

1. That I am Plaintiff in two existing related actions that are pending consolidation: The Alliance Foundation, Inc. and Yvonne Liebel et al v. Eugene Grant et al. Docket No. (X02) CV-01-016782-S and DTL-USA, Inc. and Yvonne Liebel v. Ridgefield Bank, Docket No. CV-00-0038142;

2. That members of the board of directors of the Plaintiff in this matter, the Ridgefield Bank and Reynolds and Rowella, LLP, are Defendants in the related actions. These Defendants caused immeasurable harm to Alliance, and continue to do so through this new action;

3. That Alliance has no funds whatsoever to finance this litigation as a result of the harm caused by the Plaintiff's board members, Ridgefield Bank and Reynolds and Rowella LLP, and continues to depend on me for preparing, filing and financing all documents connected with its litigations since December 1999;

4. That although I'm not a named Defendant, I'm an interested party in this matter, by virtue of: The two related cases; The substantial personal and financial investment I made in Alliance and its mission since its establishment in 1990 and throughout its development; and the carrying of its overall

litigation costs that amounts to several hundred thousand dollars;

The above constitutes the personal affidavit of Yvonne Liebel, detailing relevant facts known to me that bear upon this request for permission to represent the Alliance Foundation, Inc. in the above captioned matter.

Respectfully submitted this 18th day of February 2002.

BY:/S/YVONNE LIEBEL
P.O.Box 1153, Ridgefield, CT 06877

CERTIFICATION

I, Yvonne Liebel of 106 Great Hill Road, Ridgefield, Connecticut 06877, hereby certify that on this date, February 18, 2002, have served the enclosed Motion To Join a New Party Defendant, on each party to the proceeding or that party's counsel, by FAX and depositing an envelope containing the above documents in the United States mail, properly addressed to each of them:

Herbert F. Rosenberg, Esq.
80 Grove St.
Ridgefield, CT 06877
Tel: (203) 438-5324
(Counsel for Visiting Nurse Assoc. of Ridgefield, Inc.)

By: /S/ Yvonne Liebel_____

THE ALLIANCE FOUNDATION, INC.
P.O. Box 1153 8913 Olimpic Blvd. Suite 101
Ridgefield, Connecticut 06877 Beverly Hills, California 90211
Tel: 310-657-2772 Fax: 310-2731 Cell: 310-435-0769

February 21, 2002

DANBURY SUPERIOR COURT
JUDICIAL DISTRICT OF DANBURY
AT DANBURY
146 White Street
Danbury, CT 06810

By Fax: 7 pages with cover 203-207-8642

Attn: Ms. Robin Smith (w/encls.)
Deputy Chief clerk

Re: The Visiting Nurse Association of Ridgefield, Inc. v. The Alliance Foundation, Inc. Docket No. SP-02-10636-S

Dear Robin:

In response to your note yesterday inquiring if Attorney Williams received a copy of the Motion for Joinder of New Defendant and my pro se Appearance, please find enclosed the following documents:

1. February 19, 2002, letter from the undersigned to Attorney Williams instructing him to file the Motion for Joinder and informing him of the filing of the Pro Se Appearance;
2. Febreuary 19, 2002, letter from Attorney Williams to the undersigned confirming his filing of the Motion on that date ate 9:19am (date stamped copy is attached herein);
3. February 19, 2002 letter from the undersigned to Attorney Williams, confirming receipt of his letter;
4. February 20, 2002, letter from the undersigned to Attorney Williams faxing him a copy of the Pro Se Appearance (a copy of the Appearance form is attached herein).

I hope this satisfies your inquiry and I thank you very much for your assistance in this matter.

Respectfully yours,
/S/YVONNE LIEBEL
Founder and CEO

DOCKET NO. SP-02-10636-S

THE VISITING NURSE ASSOC. OF RIDGEFIELD, INC.	**: DANBURY SUPERIOR COURT : GA-3 (AT DANBURY)**
Plaintiff,	
V.	:
THE ALLIANCE FOUNDATION, INC.	**:FEBRUARY 26, 2002**
Defendant.	

OBJECTION TO MOTION FOR DEFAULT FOR FAILURE TO PLEAD AND JUDGEMENT FOR POSSESSION

Pursuant to Connecticut P.B Section 17-30 (2001) the Defendant, The Alliance Foundation, Inc., is within the time prescribed to it by this section to plead and the Plaintiff's request for judgment on that basis should be denied for the following reasons:

1. The Return Date for this action was January 29, 2002;
2. On January 24, 2002, Yvonne Liebel, the Defendant's representative filed an Appearance, a Motion to Consolidate and a Memorandum of Law in support of motion, on behalf of the Defendant;
3. On January 28, 2002, the Court mailed the Defendant "Return of Papers", returning the Defendant's documents, stating that Yvonne Liebel, could not represent the Defendant because a. she was not an attorney, and b. she was not a party to the action,

therefore she had to retain a Connecticut counsel by no later than two days after the return date, or January 31, 2002;

4. On January 29, 2002, Yvonne Liebel filed a letter to the Court, an Affidavit and copies of the Appearance and Motion to Consolidate with Memorandum, asking the Court's permission to represent the Defendant for very compelling reasons, one of which was her inability to secure zealous counsel for the expanded case;
5. On February 5, 2002, the Court denied Yvonne Liebel's request to represent the Defendant and entered a Judgment against the Defendant. The Court allowed the Defendant to obtain Counsel by February 13, 2002;
6. On February 8, 2002, Attorney John R. Williams filed an Appearance, Motion to Reopen Judgment (an automatic grant) and the Motion to Consolidate;
7. On February 18, 2002, Yvonne Liebel filed with the Court a "Motion for Joinder of New Defendant" requesting that the Court joins her as a defendant to the action as she has vested interest in the case, and her joining would assist for a complete determination of any question involved (an automatic grant);
8. On February 19, 2002, Yvonne Liebel filed with the Court her Pro Se Appearance in the case;
9. On February 20, 2002, the Court granted the Motion to Reopen Judgment;
10. On March 4, 2002, the Court will decide the Motion to Consolidate and the Motion for Joinder at a scheduled hearing at 9:30am.

WHEREFORE, the Defendant (s) complied with the law and respectfully request that the Plaintiff's Motion for Default for Failure to Plead and Judgment for Possession be denied.

YVONNE LIEBEL
/S/ By_____

Yvonne Liebel, Pro Se, and
Founder/CEO/Officer/Donor/Lender/Representative of The Alliance Foundation, Inc.

Yvonne Liebel, P.O. Box 1153, Ridgefield, CT 06877 And
8913 Olimpic Blvd. Suite 101,Beverly Hills, CA 90211
Tel: 310-657-2771, Cell: 310-435-0769, Fax: 310-657-2731

CERTIFICATION

I, Yvonne Liebel of 106 Great Hill Road, Ridgefield, Connecticut 06877, hereby certify that on this date, February 26, 2002, have served the enclosed Objection to Motion for Default For Failure to Plead and Judgment for Possession, on each party to the proceeding or that party's counsel, by FAX to each of them:

Herbert F. Rosenberg, Esq.
80 Grove St.
Ridgefield, CT 06877
Tel: (203) 438-5324
Fax: (203) 431-4021
(Counsel for Visiting Nurse Assoc. of Ridgefield, Inc.)

John R. Williams, Esq.
51 Elm St.
New Haven, CT 065101
Tel: (203) 562-9931
Fax: (203) 776-9494
(Counsel for The Alliance Foundation, Inc.)

By:/S/Yvonne Liebel_____

APPENDIX D7

THE ALLIANCE FOUNDATION, INC.

Yvonne Liebel
Founder and CEO
P.O.Box 1153 Ridgefield, CT 06877
Cell: 310-435-0769

8913 Olimpic Blvd. #101
Beverly Hills, CA 90211
Tel: 310-657-2771
Fax: 310-657-2731

March 13, 2002 9:45 a.m.

203-562-9931
John R. Williams, Esq.
Williams and Pattis, LLCh
51 Elm Street
New Haven, CT 06510

BY FAX: 203-776-9494 (2 pages)

Re: March 18, 2002 hearing at Danbury, VNA v. Alliance SP02-10636, Notice to Dismiss Attorney

Dear Mr. Williams:

If by 12:00 noon today I do not receive a fax to 516-791-0614 responding to the questions I raised in my last three faxes to you, your services as the attorney for The Alliance Foundation, Inc. Entities, including myself, will be terminated at that time. In addition, a complaint will be filed against you with the Bar Association for withholding information and misrepresentation and we shall take whatever legal steps available to us.

The questions raised in my faxes to you did not require any research. After 30 years of practicing CT law and countless appeals you should be able to answer them right off, unless of course you

are either incompetent or simply sabotaging this case(s). I rather think it's the latter. I paid you $300.00 an hour for your expertise for which I failed to receive in our meetings, our telephone conversations or our written communications. Spending many hours trying to pry basic information, at my cost, is outrageous and illegal.

Let me reiterate the questions:

1. Is there or isn't there an automatic stay in effect since March 4, 2002, the date we filed the original appeal? if there is, please fax me a copy of the Statute and/or Practice Book Section;

2. When can we expect an Appellate Court docket number?

3. Your amended appeal package did not include an amended transcript order form. I presume this was not necessary. If this is an oversight please forward to the Court an amended form and fax me a copy for my files.

4. Both in our face-to-face discussion and in my writings I protested against your insistence on including a Constitutionality Notice, waving any challenge in our appeal to the constitutionality of any statute. If this case gets consolidated with the other two cases, such challenge may very well exist. Since you have not been fully briefed on the other cases, it is premature for you to make such determinations. Must we file Constitutionality Notice or not?

5. I also protested against your insistence on including a Draft Judgment File, awaiting a written Judge's ruling and the transcript. Judge Ginoccio should be able to write his own ruling unless he is awaiting someone else to write it for him (e.g. Judge Michael R. Sheldon who also received the same motion). Must we file a Draft Judgment File, or not?

In the event you decide to answer these questions in lieu of disengagement, please have Mary-Ann type up the answers, fax, and copy so these tasks do not get charged $300.00 an hour. -

John, I'm certain you are an honorable and knowledgeable man and it is this specific case that is skewing your conduct. If you are to continue this Attorney-client relationship beyond noon today, you have the responsibility and obligation to brief me on what is causing this intolerable situation so that remedies can be put in place.

Very truly yours,
/S/Yvonne Liebel
Founder and CEO

THE ALLIANCE FOUNDATION, INC.

P.O. Box 1153
Ridgefield, Connecticut 06877

8913 Olimpic Blvd. Suite 101
Beverly Hills, California 90211

Tel: 310-657-2772 Fax: 310-2731 Cell: 310-435-0769

March 14, 2002

DANBURY SUPERIOR COURT
JUDICIAL DISTRICT OF DANBURY
AT DANBURY
146 White Street
Danbury, CT 06810

By Fax: 13 pages with cover 203-207-8642 10:30 a.m.

Attn: Ms. Robin Smith (w/encls.)
Deputy Chief clerk

Re: Dismissal of Attorney by The Alliance Foundation, Inc.
Marking-Off March 18, 2002 hearing/automatic Stay of Execution
The Visiting Nurse v. The Alliance Foundation, Inc. SP-02-10636-S

Dear Robin:

As of yesterday noon, the attorney for The Alliance Foundation, Inc., Mr. John Williams was dismissed for withholding and misleading information. Attorney Williams filed his Appearance on February 8, 2002 and was dismissed on March 13, 2002. He was fully paid for his services to date totaling $7,711.00.

As you know, on March 5, 2002, Attorney Williams appealed Judge Ginoccio's rulings denying the Defendants' Motion for Joinder of New Party Defendant and the Motion to Consolidate. The appeal was further amended on March 8, 2002 to include the undersigned as pro se in the appeal and other changes.

Considering the above circumstances, and the automatic Stay of Execution pursuant to C.G.S.A. Section 47a-35, and Practice Book Section 61-11; and the fact that The Alliance Foundation Inc. did pay its rent to the Visiting Nurse Association as exhibited in the Memorandum of Law supporting the Motion to Consolidate and attached herein once again as Exhibits A, B, C, D, E (itemized below); the Defendant, The Alliance Foundation, Inc. respectfully requests that the Court mark-off the hearing it scheduled on March 11, 2002, six days after the appeal was filed, for March 18, 2002 on the Motion to File Third Party Complaint and the Motion to Strike Counter Claims.

Consequently, please be sure to send all Court communications to the undersigned at the addresses and fax numbers you have listed in the undersigned's Appearance form filed with the Motion for Joinder of New Defendant.

I thank you for your time and attention to this matter.

Respectfully yours,
/S/YVONNE LIEBEL
Founder and CEO

Attached Exhibits:

Exhibit A - Notice to Quit for non-payment of Sep/Oct/Nov/Dec 2001
Exhibit B- Amended Agreement to change rent schedule August 22, 2001
Exhibit C- $5,000 good faith deposit payable to VNA by Yvonne Liebel, dated August 22, 2001
Exhibit D- $1,000 rent check # 121 for Sep/Oct/Nov/Dec 2001, dated October 5, 2001
Exhibit E- Manufacturs bank statement, listing check #121 cashed by VNA on October 11, 2001

CC: Attorney Herbert F. Rosenberg
80 Grove Street
Ridgefield, CT 06877
203-438-5324

Attorney John R. Williams
51 Elm Street, Suite 409
New Haven, CT 06510
Tel: 203-562-9931
Fax: 203-776-9494

Hon. Michael R. Sheldon (w/ encl.)
Waterbury Superior Court
Complex Litigation Docket
400 Grand Street, Waterbury, CT 06702
Atten: Brenda Hamilton
Tel: 203-236-8232
Fax: 203-236-8234

Francis J. Drumm, Jr.
Chief Clerk, Appellate/Supreme Court
231 Capitol Avenue, Drawer Z, Station A
Hartford, CT 06106
Tel: (860) 757-2200

EXHIBIT A

Plaintiff's Notice to Quit for non-payment of Sep/Oct/Nov/Dec 2001

EXHIBIT B

Amended Agreement to change rent schedule, dated August 22, 2001

EXHIBIT C

$5,000 Good-Faith deposit payable to VNA by Yvonne Liebel, dated August 22, 2001

EXHIBIT D

$1,000 rent check # 121 for Sep/Oct/Nov/Dec 2001, dated October 5, 2001

EXHIBIT E

Manufacturs Bank statement, listing check #121 cashed by VNA on October 11, 2001

THE ALLIANCE FOUNDATION, INC.

P.O. Box 1153
Ridgefield, Connecticut 06877

8913 Olimpic Blvd. Suite 101
Beverly Hills, California 90211

Tel: 310-657-2772 Fax: 310-2731 Cell: 310-435-0769

March 14, 2002

DANBURY SUPERIOR COURT
JUDICIAL DISTRICT OF DANBURY
AT DANBURY
146 White Street
Danbury, CT 06810

Attn: Ms. Robin Smith
Deputy Chief clerk
By Fax: 310-207-8642 6 pages with cover 6:15 p.m.

Re: Notice to Rectify Notice for Motion to Withdraw Appearance
The Visiting Nurse Association of Ridgefield, Inc. v. The Alliance Foundation, Inc. No. SP02-10636-S

Dear Sir or Madam:

Enclosed for filing is the Defendants' Notice to Rectify Notice of Motion to Withdraw Appearance.

The Notice of Motion to Withdraw Appearance filed by Attorney John R. Williams today, is dated March 5, 2002, in error. The Notice was first faxed to the undersigned today, March 14, 2002, at 1:00 p.m. (see attached Attorney's Notice with fax confirmation), following a letter to the Court faxed at 10:30 a.m. by the undersigned, informing the Court of the Defendants' dismissal of their attorney.

Thank you for your assistance in this matter.

Respectfully yours,

/S/YVONNE LIEBEL
Founder and CEO

CC: Attorneys of record;
Waterbury Complex Litigation Docket
Appellate/Supreme Court

DOCKET NO. SP-02-10636-S

THE VISITING NURSE ASSOC. OF RIDGEFIELD, INC. Plaintiff,	**: DANBURY SUPERIOR COURT : GA-3 (AT DANBURY)**
V.	:
THE ALLIANCE FOUNDATION, INC. Defendant.	**:MARCH 14, 2002**

DEFENDANTS' NOTICE TO RECTIFY ATTORNEY'S NOTICE OF MOTION TO WITHDRAW APPEARANCE

TO: John R. Williams (#67962)
Williams and Pattis, LLC
51 Elm Street, New Haven, CT 06510
Tel: (203) 562-9931 Fax: (203) 776-9494

The undersigned is filing a notice that seeks to rectify the date of the Notice of Motion to Withdraw Appearance filed by Attorney John R. Williams today.

Please immediately correct the date of your notice to me from March 5, 2002, to March 14, 2002, as this error is significant to this

case considering that we filed an appeal on that date and this date may jeopardize the appeal process. For the record: the first time you faxed this notice to me was today at 1:00 p.m. following your receipt of my letter to the Court at 10:30 a.m. informing it of your dismissal yesterday. Attached herein is a copy of your notice to me with today's fax confirmation. Interestingly, your Motion to Withdraw was dated March 14, 2002.

BY:

/S/_____

YVONNE LIEBEL, The Alliance Foundation, Inc.'s representative

Yvonne Liebel, P.O. Box 1153, Ridgefield, CT 06877; And
8913 Olimpic Blvd. Suite 101, Beverly Hills, CA 90211
Tel: 310-657-2771 Cell: 310-435-0769 Fax: 310-657-2731

THE ALLIANCE FOUNDATION, INC.

P.O. Box 1153
Ridgefield, Connecticut 06877

8913 Olimpic Blvd. Suite 101
Beverly Hills, California 90211

Tel: 310-657-2772 Fax: 310-2731 Cell: 310-435-0769

March 15, 2002

DANBURY SUPERIOR COURT
JUDICIAL DISTRICT OF DANBURY
AT DANBURY
146 White Street
Danbury, CT 06810

Attn: Ms. Robin Smith
Deputy Chief clerk

By Fax: 203-207-8642 4 pages with cover 3:15 p.m.

Re: Notice to Attorney to Mark-Off Motion/Third Party Complaint on 3/18/2002 The Visiting Nurse Association of Ridgefield, Inc. v. The Alliance Foundation, Inc. No. SP02-10636-S

Dear Sir or Madam:

Enclosed for filing is the Defendants' Notice to Attorney to Mark-Off Motion/Third Party Complaint scheduled for a hearing on March 18, 2002.

Attorney Williams is no longer authorized by The Alliance Foundation, Inc. to represent any of its interests in said hearing, as Attorney Williams was dismissed from representation on March 13, 2002. On March 14, 2002, Attorney Williams filed a Notice of Motion to Withdraw Appearance and the Motion to withdraw Appearance, which said documents were docketed today.

Attorney Williams shall fax these instructions to Attorney Rosenberg per attached instructions.

Thank you for your assistance in this matter.

Respectfully yours,

YVONNE LIEBEL
Founder and CEO

CC: Attorneys of record;
Waterbury Complex Litigation Docket
Appellate/Supreme Court

DOCKET NO. SP-02-10636-S

THE VISITING NURSE ASSOC. OF RIDGEFIELD, INC.	**: DANBURY SUPERIOR COURT** **: GA-3 (AT DANBURY)**

Plaintiff,

V. :

THE ALLIANCE FOUNDATION, INC. :MARCH 15, 2002
Defendant.

DEFENDANTS' NOTICE TO ATTORNEY TO MARK-OFF MOTION FOR THIRD PARTY COMPLAINT

TO: John R. Williams (#67962)
Williams and Pattis, LLC
51 Elm Street, New Haven, CT 06510
Tel: (203) 562-9931 Fax: (203) 776-9494

The undersigned is filing a notice that instructs counsel to mark-off his Motion for Third-Party Complaint.

Please immediately today mark-off your Motion for Third Party Complaint as you are no longer authorized to represent The Alliance Foundation, Inc.'s interests at the scheduled hearing on Monday, March 18, 2002. Please notify opposing counsel.

The Court was orally notified of these instructions at 2:00 p.m. today.

BY:
/S/_____
YVONNE LIEBEL, The Alliance Foundation, Inc.'s representative

Yvonne Liebel, P.O. Box 1153, Ridgefield, CT 06877; And
8913 Olimpic Blvd. Suite 101, Beverly Hills, CA 90211
Tel: 310-657-2771 Cell: 310-435-0769 Fax: 310-657-2731

THE ALLIANCE FOUNDATION, INC.

P.O. Box 1153
Ridgefield, Connecticut 06877

8913 Olimpic Blvd. Suite 101
Beverly Hills, California 90211

Tel: 310-657-2772 Fax: 310-2731 Cell: 310-435-0769

March 16, 2002

DANBURY SUPERIOR COURT
JUDICIAL DISTRICT OF DANBURY
AT DANBURY
146 White Street
Danbury, CT 06810

Attn: Ms. Robin Smith (W/enclosures)
Deputy Chief clerk

By Fax: 203-207-8642 5 pages with cover
Re: Notice to Attorney in response to opposing counsel's fax on marking "off" Motion/Third Party Complaint at the hearing on 3/18/2002. The Visiting Nurse Association of Ridgefield, Inc. v. The Alliance Foundation, Inc. No. SP02-10636-S

Dear Sir or Madam:

Not withstanding that there is an automatic Say of Execution in the above matter pursuant to C.G.S.A Section 47a-35, and Practice Book Section 61-11; and the fact that the Defendant did pay its rent; both Attorney Williams and Attorney Rosenberg seem to think that the Court has jurisdiction over whether or not a dismissed attorney could go on representing his/her clients' interests against the client's instructions. This was demonstrated by the Defendant's Attorney Williams filings of his Notice and Motion to Withdraw Appearance, and by the Plaintiff's Attorney Rosenberg's fax to the Court, attached herein.

It seems that both attorneys are referring to P. B. Section 3-10 addressing attorneys who wish to withdraw from a case, and is subject to the Court's ruling. P.B. 3-10 is not applicable to attorneys who have been dismissed. The appropriate P.B. Section is 3-9a, which does not require the Court's intervention. These attorneys' conduct is inappropriate as it attempts to take advantage of the undersigned representative of The Alliance Foundation, Inc. who is not an attorney in order to serve their own agenda.

Not withstanding Attorney Williams inappropriate filings, The Alliance Foundation, Inc., reiterates that this attorney was dismissed on March 13, 2002 and under no circumstances whatsoever is authorized to appear at the hearing on behalf of his clients. Further, The Alliance Foundation, Inc. respectfully request that this Court marks "off" his Motion for Third Party Complaint and orders Attorney Williams to file a Withdrawal of Appearance in accordance with 3-9a in place of his Notice and Motion to Withdraw Appearance.

Thank you for your assistance in this matter.

Respectfully yours,
/S/YVONNE LIEBEL
Founder and CEO

CC: Attorneys of record;
Waterbury Complex Litigation Docket
Appellate/Supreme Court

APPENDIX D8

Yvonne Liebel

P.O.Box 1153, Ridgefield, CT 06877 * 8913 Olimpic Blvd, Suite 101, Beverly Hills, CA 90211

Tel: (310) 657- 2771 Fax: (310) 657-2731 Cell: (310) 435-0769

March 20, 2002

Via: Fax (203) 236-8234 (6 pages with cover) and Express Mail

Clerk of the Court (w/enclosures)
Waterbury Superior Court
Complex Litigation Docket
300 Grand Street, Waterbury, CT 06702
203-596-4023

Re: The Alliance Foundation, Inc. et al. v. Eugene Grant, et al No.(X02)CV-01-0167482; Eugene Grant v. The Alliance Foundation, Inc. No. (X02) CV-01-0167457 ;Eugene Grant v. Alliance Capital, Inc. No. (X02) CV-01-0167458; Eugene Grant v. Alliance Capital, Inc. No. (X02) CV-01-0165756; DTL-USA, Inc. and Yvonne Liebel v. Ridgefield Bank No. CV-00-0338142-S; Visiting Nurse Assoc. Ridgefield, Inc. v. The Alliance Foundation, Inc. SP02-10636

Dear Sir or Madam:

Enclosed for filing please find Appeal-Civil JD-SC-28 Rev. 2-99 to the Supreme Court of the State of Connecticut; a Certification page; and a check for $250.00 for the filing fee.

Please date-stamp the 5 enclosed sets of originals and mail in the prepaid addressed Express Mail envelope to: 16 Fraser Pl. Valley Stream, NY 11581. Please also enclose a receipt for the filing fee. The undersigned also respectfully requests the docket sheets for the

above first four matters in your Court. Enclosed is a check for $35.00 for the estimated cost of copies.

Thank you for your time and attention.

Very truly yours,

Yvonne Liebel, pro se, Founder/CEO and representative of: The Alliance Foundation, Inc.; Alliance Capital, Inc.; General Homes, Inc.; DTL-USA, Inc.; Alliance International Development, Inc.

CC: Hon. Michael R. Sheldon (w/ encl.)
Waterbury Superior Court
Complex Litigation Docket
400 Grand Street, Waterbury, CT 06702
Attn: Brenda Hamilton, Esq.
Fax: (203) 236-8234

THE ALLIANCE FOUNDATION, INC.

P.O. Box 1153
Ridgefield, Connecticut 06877

8913 Olimpic Blvd. Suite 101
Beverly Hills, California 90211

Tel: 310-657-2772 Fax: 310-2731 Cell: 310-435-0769

March 20, 2002

DANBURY SUPERIOR COURT
JUDICIAL DISTRICT OF DANBURY
AT DANBURY
146 White Street
Danbury, CT 06810

Attn: Ms. Robin Smith
Deputy Chief clerk

By Fax - 203- 207-8642 (6 pages with cover) and Express Mail

Re: The Visiting Nurse Association of Ridgefield, Inc. v. The Alliance Foundation, Inc. Docket No.SP-02-10636-S

Dear Robin:

Enclosed for filing please find copies of Appeal-Civil documents to the Supreme Court of the State of Connecticut faxed today to the Waterbury Superior Court Complex Litigation Docket. The Consolidated Appeal involves the above captioned matter.

Please date-stamp the 5 enclosed cover page originals of this letter and mail in the prepaid addressed Express Mail envelope to: 16 Fraser Pl. Valley Stream, NY 11581.

I also respectfully request that you file the enclosed additional copy of the Appeal package in the matter of DTL-USA, Inc. and Yvonne Liebel v. Ridgefield Bank No. CV-00-0338142-S. I would greatly appreciate if you could also mail in the enclosed envelope the docket sheets of both cases. Enclosed is a check for $20.00 for the estimated cost of copies.

Thank you for your time and attention.

Very truly yours,

Yvonne Liebel,
Founder/CEO and representative of:
The Alliance Foundation, Inc.;Alliance Capital, Inc.
General Homes, Inc.;DTL-USA, Inc.; Alliance International Development Corp.

Cc: Per enclosed certification

THE ALLIANCE FOUNDATION, INC.

P.O. Box 1153
Ridgefield, Connecticut 06877

8913 Olimpic Blvd. Suite 101
Beverly Hills, California 90211

Tel: 310-657-2772 Fax: 310-2731 Cell: 310-435-0769

March 20, 2002

APPELLATE/SUPREME COURT
Clerk of the Court
231 Capitol Avenue, Drawer Z, Station A
Hartford, CT 06106

By Fax: (860) 757-2217 (6 pages with cover) and Express Mail

Re: The Visiting Nurse Association of Ridgefield, Inc. v. The Alliance Foundation, Inc. Docket No.SP-02-10636-S

Dear Sir or Madam:

Enclosed for filing please find copies of Appeal-Civil documents to the Supreme Court of the State of Connecticut faxed today to the Waterbury Superior Court Complex Litigation Docket. The Consolidated Appeal involves the above captioned matter which is currently pending in the Appellate Court.

Please date-stamp the 5 enclosed cover page originals of this letter and mail in the prepaid addressed Express Mail envelope to: 16 Fraser Pl. Valley Stream, NY 11581.

Thank you for your time and attention.

Very truly yours,
/S/Yvonne Liebel,
Founder/CEO and representative of:
The Alliance Foundation, Inc.; Alliance Capital, Inc.

General Homes, Inc.; DTL-USA, Inc.
Alliance International Development, Inc.

Cc: Per enclosed certification

CERTIFICATION: Standard Form

THE ALLIANCE FOUNDATION, INC.

P.O. Box 1153
Ridgefield, Connecticut 06877

8913 Olimpic Blvd. Suite 101
Beverly Hills, California 90211

Tel: 310-657-2772 Fax: 310-2731 Cell: 310-435-0769

March 24, 2002

DANBURY SUPERIOR COURT
JUDICIAL DISTRICT OF DANBURY
AT DANBURY
146 White Street
Danbury, CT 06810

Attn: Ms. Robin Smith
Deputy Chief clerk

By Fax - 203- 207-8642 (15 pages with cover) and Express Mail

Re: Corrected/Amended Appeal Forms; Marking "off" March 25, 2002 hearing The Visiting Nurse Association of Ridgefield, Inc. v. The Alliance Foundation, Inc. Docket No.SP-02-10636-S; DTL-USA, Inc. & Yvonne Liebel v. Ridgefield Bank Doc. No. CV-00-0338142-S

Dear Robin:

I am in receipt of your Express Mail package dated yesterday containing the returned Consolidated Appeal documents to the Connecticut Supreme Court, requesting that the appeal be filed

separately and additional two checks for $250.00 each be sent for the filing fees for each of the above captioned cases. From the number of packages you returned I noticed that you retained one original for the Court files.

Per your instructions enclosed for filing is a Corrected/Amended Appeal Forms and certification for each of the above cases together with the returned appeal packages. Please date-stamp the original forms March 21, 2002 (the day you originally received them) and the amended forms March 26, 2002. Since these documents are time sensitive, the Court must acknowledge the initial appeal forms to the Supreme Court, as their filing date is very significant to the cases.

Also enclosed is a check for $250.00 for the DTL-USA, Inc. filing fee. As to the Visiting Nurse Association action, I am certain that an additional check is not required, as the filing fee was paid on March 5, 2002. On March 8, 2002 attorney Williams and I filed an amended appeal in the case requiring no fee. Please see attached receipt for $250.00 dated March 5, 2002 and a copy of the amended appeal stamped by the Court March 8, 2002.

Enclosed are 4 complete additional packages for submission to the Supreme Court and for our files. I respectfully request that you date-stamp them and mail in the prepaid addressed Express Mail envelope to: 16 Fraser Pl. Valley Stream, NY 11581. I will appreciate receiving a copy of the paid DTL-USA, Inc. receipt.

***

As to the hearing scheduled by Hon. Ginocchio, for Monday March 25, 2002 on Attorney John Williams's Motion to Withdraw Appearance and Motion for a Third Party Complaint, I request that the Court marks it "off" until a ruling is made by the Supreme Court on Hon. Ginocchio's denial of Stay of Execution at the March 18, 2002 and other decisions. Not withstanding the Appeal process, Attorney Williams was dismissed by his clients, The Alliance

Foundation, Inc. and Yvonne Liebel, on March 13, 2002, and has no right whatsoever to represent his former clients. Further, Attorney Williams' filing his Motion to Withdraw and a Notice instead of filing a Withdrawal of Appearance, backdating the Notice by 10 days to March 5, 2002, is unlawful and subject to the filing of a complaint by his clients to the Bar Association. Attached herein is the warning letter to Attorney Williams prior to his dismissal requesting his response by a noon deadline and his inappropriate response that brought on his dismissal faxed to his client at 3:26 p.m.

Attorney Williams received $7, 711 for his counsel during these short eviction proceedings, quality of which was best described by opposing counsel, Attorney Rosenberg in the March 18, 2002 hearing before Hon. Ginocchio: " Mr. Rosenberg: Yes, thank you, Your Honor. Your honor, Ms. Liebel may not have a law degree but I think that for her to describe herself as a layperson after the pleadings that have been filed in this case is ludicrous. In fact, the pleadings that Mr.Williams has filed is little more than a repetition of what she's filed in here. She is very well aware of what is going on in the Court."**(Page 11 lines 25-27 and Page 12 lines 1-5)**

With great dismay and disappointment, Attorney Williams' conduct continues to confirm that The Alliance Foundation, Inc. and its corporate entities will never be able to secure fair representation through a zealous and trustworthy attorney to represent their interests without the Court's intervention. Such intervention has long been withheld, violating these entities' rights of Access to the Courts and Due Process of Law while causing them and their founder irreparable damage.

***

Thank you for your time and attention in these matters.

Very truly yours,

Yvonne Liebel, Founder/CEO and representative of:
The Alliance Foundation, Inc.; Alliance Capital, Inc.
General Homes, Inc.; DTL-USA, Inc.; Alliance International
Development Corp.

Cc: Per enclosed certification

CERTIFICATION: Standard form.

Yvonne Liebel

P.O.Box 1153, Ridgefield, CT 06877
8913 Olimpic Blvd, Suite 101, Beverly Hills, CA 90211
Tel: (310) 657- 2771 Fax: (310) 657-2731 Cell: (310) 435-0769

March 24, 2002

Via: Fax (203) 236-8234 (14 pages with cover) and Express Mail

Clerk of the Court (w/enclosures)
Waterbury Superior Court
Complex Litigation Docket
300 Grand Street, Waterbury, CT 06702
203-596-4023

Re: The Alliance Foundation, Inc. et al. v. Eugene Grant, et al No.(X02)CV-01-0167482 ; Eugene Grant v. The Alliance Foundation, Inc. No. (X02) CV-01-0167556 ;Eugene Grant v. Alliance Capital, Inc. No. (X02) CV-01-0167457; Eugene Grant v. Alliance Capital, Inc. No. (X02) CV-01-0167458; DTL-USA, Inc. and Yvonne Liebel v. Ridgefield Bank No. CV-00-0338142-S; Visiting Nurse Assoc. Ridgefield, Inc. v. The Alliance Foundation, Inc. SP02-10636

Dear Sir or Madam:

Per your instructions received yesterday, enclosed for filing please find Corrected/Amended Appeal Forms to the Supreme Court of the State of Connecticut with $250.00 checks and certification pages for each of the above first 4 actions pending in this Court. Also attached to each amended form the original single consolidated appeal form faxed to the Court on March 20, 2002 and received by the Court on March 21st, 2002 via Express Mail (the consolidated single appeal forms will not be faxed to the Court only be mailed via Express Mail as the Court already has these forms.)

Please date-stamp the consolidated appeal forms March 21, 2002 and the amended forms March 26, 2002. Please return the 4 enclosed date-stamped sets of originals intended for the Supreme Court and our files in the prepaid addressed Express Mail envelope to: 16 Fraser Pl. Valley Stream, NY 11581. Since these documents are time sensitive, the Court must acknowledge the initial appeal forms to the Supreme Court, as their filing date is very significant to the cases. Please also enclose a receipt for each of the filing fees.

The undersigned also respectfully requests the docket sheets for the above four actions. Enclosed is a check for $35.00 for the estimated cost of copies.

Also enclosed for the Court file a copy of the Corrected/Amended Appeal Forms with regard to the actions pending in the Danbury Superior Court, also separated from the consolidated single appeal per the Danbury Superior Court's instructions (these documents will not be faxed to the Court only mailed via Express Mail). Please date-stamp the enclosed extra copy and return it in the envelope provided.
Thank you for your time and attention.

Very truly yours,

Yvonne Liebel, pro se,

Founder/CEO and representative of:
The Alliance Foundation, Inc.;Alliance Capital, Inc.
General Homes, Inc.;DTL-USA, Inc.; Alliance International
Development, Inc.

CC: Hon. Michael R. Sheldon (w/ encl.)
Waterbury Superior Court
Complex Litigation Docket
400 Grand Street, Waterbury, CT 06702
Attn: Melanie A. Dillon
Fax: (203) 236-8234

THE ALLIANCE FOUNDATION, INC.

P.O. Box 1153
Ridgefield, Connecticut 06877

8913 Olimpic Blvd. Suite 101
Beverly Hills, California 90211

Tel: 310-657-2772 Fax: 310-2731 Cell: 310-435-0769

March 27, 2002

DANBURY SUPERIOR COURT
JUDICIAL DISTRICT OF DANBURY
AT DANBURY
146 White Street
Danbury, CT 06810

Attn: Ms. Robin Smith
Deputy Chief clerk

By Fax: 203- 207-8642 and Express Mail

Re: March 25, 2002 decisions (Ginnochio's J.)/Appealed to the Supreme Court; The Visiting Nurse Association of Ridgefield, Inc. v.

The Alliance Foundation, Inc. Docket No.SP-02-10636-S; DTL-USA, Inc. & Yvonne Liebel v. Ridgefield Bank Doc. No. CV-00-0338142-S

Dear Robin:

I am in receipt of your Express Mail package today containing the date-stamped acceptance of filing of the DTL-USA, Inc. action to the Connecticut Supreme Court. I thank you for your assistance.

As to your return of the Corrected/Amended Appeal in the Visiting Nurse Association action, appealing Hon. Ginocchio's March 4 and 18th decisions, I decided to keep this appeal as is in the Appellate Court. However, his March 25, 2002 decisions will be appealed to the Supreme Court. Enclosed for filing please find a Civil-Appeal Form to the Supreme Court with regard to these decisions, including a Certification page and a filing fee of $250.00. Please date-stamp the enclosed 4 additional originals and mail in the Express Mail prepaid envelope.

In your Express mail package you included Judge Ginocchio's March 25, 2002 ruling denying the defendant's Third Party Complaint but did not include his ruling on the denial of the Motion to Withdraw decided on the same date. Although you informed me about the decision in your letter, I would need a copy of the actual ruling. Please include a copy of the decision and updated docket sheets in the returned envelope.

As to the Consolidated Appeal in Waterbury, I did file yesterday a Corrected/Amended Appeal Form for each of the four cases. Enclosed are copies of the initial Consolidated Appeal and the Amended appeals. Please file them in the DTL-USA, Inc. and the Visiting Nurse Assoc. actions as these cases will be included in the arguments and their docket numbers are listed on the forms. Please date stamp the two enclosed copies for our files.

Thank you for your time and attention in these matters.

Very truly yours,
/S/Yvonne Liebel,
Founder/CEO and representative of:
The Alliance Foundation, Inc.;Alliance Capital, Inc.
General Homes, Inc.;DTL-USA, Inc.
Alliance International Development Corp.

Cc: Per enclosed certification

CERTIFICATION: Standard form.

APPENDIX D9

THE ALLIANCE FOUNDATION, INC.

P.O. Box 1153
Ridgefield, Connecticut 06877

8913 Olimpic Blvd. Suite 101
Beverly Hills, California 90211

Tel: 310-657-2772 Fax: 310-2731 Cell: 310-435-0769

April 4, 2002

APPELLATE/SUPREME COURT
Chief Clerk of the Court
Francis J. Drumm, Jr.
231 Capitol Avenue, Drawer Z, Station A
Hartford, CT 06106

By Fax: (860) 757-2217 (5 pages with certification)

Re: The Alliance Foundation, Inc. et al. v. Eugene Grant, et al
No.(X02)CV-01-0167482; Eugene Grant v. The Alliance Foundation,

Inc. No. (X02) CV-01-0167556; Eugene Grant v. Alliance Capital, Inc. No. (X02) CV-01-0167457;Eugene Grant v. Alliance Capital, Inc. No. (X02) CV-01-0167458; DTL-USA, Inc. and Yvonne Liebel v. Ridgefield Bank No. CV-00-0338142-S; Visiting Nurse Assoc. Ridgefield, Inc. v. The Alliance Foundation, Inc. SP02-10636

Dear Mr. Drumm:

The undersigned was informed today by the Appellate/Supreme Court clerk, Ms. Pam Branick, that the Danbury Superior Court and the Waterbury Superior Court/ Complex Litigation Docket had forwarded to the Supreme Court clerk's office copies of the Civil-Appeal forms filed in the lower Courts, and that although the Supreme Court only received copies of these initial forms and the undersigned was never in the Court to file the complete set of required documents, the Chief Justice, against Practice Book instructions, may consider these appeals based on said forms.

Please be advised that the undersigned did not authorize the Clerks at the lower Courts to forward these forms to the Supreme Court, only to return the original date-stamped forms to the undersigned to be completed in accordance with Supreme Court requirements. Attached please find a letter that was mailed today via Express Mail to the Waterbury Chief Clerk, Mr. Philip Groth, on that point (Post receipt enclosed).

The undersigned vehemently protests against this conduct by the lower Courts and hereby respectfully request that these initial appeal forms will not be considered for ruling until such time that the undersigned filed a full set of documents for each of the above captioned cases.

Thank you for your time and attention to this matter.

Very truly yours,
/S/Yvonne Liebel,

Founder/CEO and representative of:
The Alliance Foundation, Inc.;Alliance Capital, Inc.
General Homes, Inc.;DTL-USA, Inc.; Alliance International
Development, Inc.;

Cc: Per enclosed certification

CERTIFICATION: Standard form

THE ALLIANCE FOUNDATION, INC.

Yvonne Liebel
Founder and CEO
P.O.Box 1153 Ridgefield, CT 06877
Cell: 310-435-0769

8913 Olimpic Blvd. #101
Beverly Hills, CA 90211
Tel: 310-657-2771
Fax: 310-657-2731

April 5, 2002

203-562-9931
John R. Williams, Esq.
Williams and Pattis, LLC
51 Elm Street
New Haven, CT 06510

BY FAX: 203-776-9494 (9 pages)

Re: March 25, 2002 hearing at Danbury (Ginocchio, J.) denying your Motion To Withdraw Appeal; denying Third Party Complaint; your last two sabsequent faxes - Visiting Nurse v. Alliance SP02-10636

Dear Mr. Williams:

I thought long and hard about Ginocchio's decision to keep you in the case, overriding my absolute and final instructions to dismiss you due to complete breakdown in our attorney-client relations.

This decision and his setting a trial date, as early as April 22, 2002, left me perplexed and violated beyond words.

As I'm considering whether or not we can somehow salvage our relations through a written agreement that would cover all possible problem areas and adhere to the Judge's decision, one thing seems certain. We must immediately file a separate appeal, appealing Ginocchio's decision to continue proceedings in this case. We must ask the Appellate/Supreme Court to allow a Stay of Execution. Considering that this is clearly a fraudulent eviction case, and considering Ginoccio's outrageous and biased decisions, you must be able to at least get us that.

For your information, attached are yesterday's communications with the Waterbury and the Appellatte/Supreme Courts Chief Clerks regarding the appeals I filed to the Supreme Court. Did you get a docket number for our Appellate Court appeal?

Very truly yours,
/S/Yvonne Liebel
Founder and CEO

APPENDIX D10

(Searching for new counsel: An example of one contact. Petitioner contacted several attorneys/lawfirms, unsuccessfully)

THE ALLIANCE FOUNDATION, INC.

Yvonne Liebel
Founder and CEO
P.O.Box 1153 Ridgefield, CT 06877

8913 Olimpic Blvd. #101
Beverly Hills, CA 90211
Tel: 310-657-2771

Cell: 310-435-0769 Fax: 310-657-2731

April 5, 2002

860-240-6024
Dwight Johnson, Esq.
Murtha Cullina
Hartford, CT

BY FAX: 860- 240-6150 (21 pages)

Re: Visiting Nurse of Ridgefield, Inc. vs. The Alliance Foundation, Inc. SP02-10636

Dear Mr. Johnson:

Enclosed please find the following documents:

1. Summons Summary Process and Complaint including a copy of the lease, provided by the Plaintiff;
2. A Notice to Quit;
3. Service of the Notice to Quit;
4. An August 22, 2001 letter of agreement, amending the rent schedule;
5. A copy of $5000 check received and cashed by VNA, dated August 22, 2001;
6. A copy of a check for $1000.00 for rent from Sept. through December 2001, dated October 5, 2001;
7. A Manufacturers Bank statement showing VNA cashing the check on October 31, 2001.

The Defendant filed numerous motions connecting this case to other actions, i.e. Motion to Consolidate; Motion to File Third Party Complaint adding the individual board members; etc., all of which were denied and an appeal process has begun.

Thank you for your time and attention to this matter.

Very truly yours,
/S/Yvonne Liebel
Founder and CEO

APPENDIX D11

THE ALLIANCE FOUNDATION, INC.

P.O. Box 1153
Ridgefield, Connecticut 06877

8913 Olimpic Blvd. Suite 101
Beverly Hills, California 90211

Tel: 310-657-2772 Fax: 310-2731 Cell: 310-435-0769

April 12, 2002

SUPREME/APPELLATE COURT
Chief Clerk of the Court
Francis J. Drumm, Jr.
231 Capitol Avenue, Drawer Z, Station A
Hartford, CT 06106

By Fax: (860) 757-2217 (13 pages with certification and cover) and by FedEx

Re: The Alliance Foundation, Inc. et al. v. Eugene Grant, et al No. S.C.16722; Eugene Grant v. The Alliance Foundation, Inc. No. S.C. 16723; Eugene Grant v. Alliance Capital, Inc. No. S.C. 16721 Eugene Grant v. Alliance Capital, Inc. No. S.C 16719; DTL-USA, Inc. and Yvonne Liebel v. Ridgefield Bank No. S.C. 16717; Visiting

Nurse Assoc. Ridgefield, Inc. v. The Alliance Foundation, Inc.
No.S.C 16718

Dear Mr. Drumm:

Enclosed please find an original plus fifteen (15) copies of a Motion for Reconsideration for each of the above cases in compliance with P.B Section 71-5 and the filing fees of $60.00 for each case.

Thank you for your time and attention to this matter.

Very truly yours,
/S/Yvonne Liebel,
Founder/CEO and representative of:
The Alliance Foundation, Inc.; Alliance Capital, Inc.; General Homes, Inc.; DTL-USA, Inc.

Cc: per enclosed certification

Docket No. S.C. 16722 THE ALLIANCE FOUNDATION, INC. ET AL. VS. EUGENE GRANT, ET AL.	: STATE OF CONNECTICUT : SUPREME COURT : APRIL 11, 2002
Docket No. S.C. 16723 EUGENE M. GRANT VS. THE ALLIANCE FOUNDATION, INC.	: STATE OF CONNECTICUT : SUPREME COURT : APRIL 11, 2002
Docket No. S.C. 16721 EUGENE M. GRANT VS. ALLIANCE CAPITAL, INC.	: STATE OF CONNECTICUT : SUPREME COURT : APRIL 11, 2002

Docket No. S.C. 16719	
EUGENE GRANT	: STATE OF CONNECTICUT
VS.	: SUPREME COURT
ALLIANCE CAPITAL, INC.	: APRIL 11, 2002

Docket No. S.C. 16717	
DTL-USA, INC. AND YVONNE LIEBEL	: STATE OF CONNECTICUT
VS.	: SUPREME COURT
RIDGEFIELD BANK	: APRIL 11, 2002

Docket No. S.C. 16718	
VISITING NURSE ASSOCIATION OF	: STATE OF CONNECTICUT
RIDGEFIELD, INC.	:
VS.	: SUPREME COURT
THE ALLIANCE FOUNDATION, INC	: APRIL 11, 2002

MOTION FOR RECONSIDERATION

Pursuant to Section 71-5 of Rules of Appellate Procedure, the pro se appellant, Yvonne Liebel, and the Appellants: The Alliance Foundation, Inc.; Alliance Capital, Inc.; Alliance International Development Corp.; DTL-USA, Inc.; and General Homes, Inc. (the "Alliance Entities") file this Motion for Reconsideration within the 10 days from April 5, 2002, the date the Supreme Court rendered and sent out its formal decision and respectfully move the Court to reconsider its decisions to: Deny the undersigned Appellants a direct appeal from the Danbury Superior Court and the Waterbury Superior Court Complex Litigation Docket to the Connecticut Supreme Court pursuant to C.G.S.A Section 52-265a on the basis of lack of jurisdiction, Section 65-4 of the rules of appellate procedure; Deny the Appellants their Petition to the Chief Justice for Certification to Appeal in the event Appellants intended the reference to 52-265a to be a petition for certification; Within same Supreme Court Order immediately transfer the above captioned cases to the Appellate Court by issuing said cases Appellate Court

Docket Numbers; Order Appellants to use only Appellate Court docket numbers on all future filings; Assign said cases Appellate Court Managers; Order Appellants to file briefings in accordance with Practice Book Section 67-1 et seq.; Issue an Appellate Court Order under A.C. 22893 for S.C. docket number 16718, ordering Appellants to provide subsequent appeal documents on or before April 12, 2002 or said appeal would be dismissed; And issue a "Notice to Persons Appearing "pro se"" informing pro se appellants not to expect any special consideration from the Court or the Clerk's Office with regard to their appeal.

Appellants respectfully move this Court to reconsider its decisions for the following reasons:

1. The Chief Justice ruling is based on a procedurally defective and incomplete filing caused by the lower Courts' Clerks' Offices conduct with regard to this pro se Appellant, invalidating said ruling pursuant to the Rules of Appellate Procedure, C.G.S.A. Section 52-265a that is "now subject to the procedure in Sections 83-1 to 83-4" and P.B Sections 63-3 and 63-4.

2. Not withstanding the Court's denial of a direct appeal pursuant to C.G.S.A Section 52-265a, Section 61-1 of Rules of Appellate Procedure states that an appeal to the Supreme Court is purely a statutory right. Pursuant to C.G.S.A. Section 51-199 a direct appeal to the Supreme Court can be taken in number of instances listed as (1) through (11). Appellants in the above captioned matters, listed on their Appeal-Civil form questions of law applicable also to subsection (11) where the Supreme Court will accept "any other matter provided by law" not included under sections (1) through (10).

3. The Chief Clerk is well aware of the Appellants' long history of hardship in securing and maintaining zealous counsel for their cases and the many pleadings filed requesting legal support. The Chief Clerk's special Notice to these pro se Appellants,

withholding customary legal assistance given to pro se parties, is denial of their rights of access to the Court and due process of law.

Pursuant to C.G.S.A. Section 52-259c(b), a filing fee of $60.00 is included.

Brief legal History:

The Appellants Yvonne Liebel and the "Alliance Entities" initiated two Summons and Complaints in early 2000 in the Danbury Superior Court. The first against the Ridgefield Bank, and the second against Eugene Grant, Robert Nagro, and Richard Solomon. Later that year Hon. Radcliff, J. and Hon. Hiller, J. based on evidence and testimony cited in the following new party defendants in the second lawsuit: Ridgefield Bank; Weil, Gotshal and Manges, LLP; David Stone; Mark Hoenig; Bridge to Brotherhood, Inc.; Ira Millstein; and Marvin Jacob. In their Third Amended Complaint filed on October 24, 2000, the Appellants also included the CPA firm of Reynolds and Rowella, LLP of Ridgefield, CT and PricewaterhouseCoopers, LLP. The main cause of action is a conspiracy to destroy a business, out of which numerous causes of action are cited against the defendants.

Reynolds and Rowella, LLP were the Appellants' CPA firm for approx. 12 years and the Ridgefield Bank was their financial institution for approx. the same period. Thomas Reynolds is on the board of directors of the Ridgefield Bank. The morning after the Third Amended Complaint was filed, naming Reynolds and Rowella, LLP as defendant in the main lawsuit, on October 25, 2000, the Appellants' offices were broken into and flooded, specifically their accounting/financial office. Appellant, Yvonne Liebel was called by the landlord to open the office due to water damage below. Appellants have been subleasing second floor space from the Visiting Nurse Association of Ridgefield, Inc. (VNA) since 1996, for which they initially spent substantial funds on space improvements. The VNA has control over a sophisticated security system of entire

space. Ridgefield Bank's officer, Joyce Ligi, and Thomas Reynolds of Reynolds are also officers and board members of the VNA.

Following the break in, the Appellants seldom used their offices. Up to and including a few months following the break-in, the main Appellant, The Alliance Foundation, Inc., a 501(c)(3) Connecticut public charitable organization and the formal tenant on the lease was always current on its rent. As a result of Ridgefield Bank and Reynolds and Rowella's unlawful conduct, more specifically described in the two complaints, the Appellants in these cases have been irreparably harmed to a point were these vibrant entities in 1996 were broken down in 2001, unable to pay their rent.

On August 22, 2001, the Appellant Yvonne Liebel, founder and CEO of the Alliance Entities, and Helena Nicholas, president of the VNA met and agreed to temporarily amend downward the rent payments to $250.00 per month until Ms. Liebel secured a loan from Washington Mutual, her mortgage lender, at which time she would bring the Foundation current on its rent. They also agreed to temporarily extend the lease by one year and review the overall situation with the lawsuits at that time. Ms. Liebel informed both Ms. Nicholas and her Assistant that she was going to spend a couple of months in California with her father who had suffered a stroke. Ms. Liebel provided them with her address and phone numbers in California. Per their agreement, Ms. Liebel stopped at Ms. Nicholas' office to give her the good-faith personal check for $5000.00 and a letter confirming their agreement but Ms. Nicholas was not at her office. Her Assistant received the check on her behalf and noted it on the letter agreement. In late September Ms. Nicholas's assistant called Ms. Liebel in California to remind her of the rent check. Ms. Liebel asked the Assistant to confirm with Ms. Nicholas that the rent she should pay was still in accordance with the letter of agreement. The assistant called back the following day with a confirmation. In October, Ms. Liebel sent a personal check for $1000.00 covering the rent for the months of September through December 2001. Both the $5,000.00 and the $1,000.00 checks were cashed by the VNA.

On December 27, 2001, Ms. Liebel temporarily returned to Ridgefield to assist her son to organize for a new university semester out-of-state. To her shock and disbelief she discovered on her residence' door a Notice To Quit by the VNA for non-payment of rent for the months of September through December 2001. No one from the VNA contacted her in California prior to the Notice. Ms. Liebel called Ms. Nicholas and asked her to withdraw the Notice to Quit, otherwise she would be forced to defend the Alliance Entities and drag the VNA and Ms. Nicholas into the more expanded lawsuit, but Ms. Nicholas refused to withdraw.

In the course of this new, unlawful and fraudulant Summary Process eviction, numerous pleadings that were filed by the Appellants were denied, including a Motion filed by Appellant, Yvonne Liebel, to Appear on behalf of the Alliance Foundation, Inc.; her Motion to be added as a New Party Defendant to defend her interests in the lawsuit; A Motion to File a Third Party Complaint against Officers Nicholas, Ligi, and Reynolds; a Motion to Consolidate these actions that stemmed from the same fact pattern and shared common parties; a Motion for Stay of Execution following the filing of the appeal; and a Motion to Withdraw Appearance filed by The Alliance Foundation, Inc.'s new counsel following this counsel's dismissal by Ms. Liebel on March 13, 2002. Further, Hon. Ginocchio, J. who consistently denied the Appellants' motions also issued an Order to hold a trial hearing in this case on April 22, 2002, insisting that the attorney who was dismissed by the Appellants for misrepresentation, represent the Appellants in the trial. Since that decision was rendered on March 25, 2002, the Appellants tried unsuccessfully to secure new counsel for their cases, a severe and continuous problem which they encountered from the outset of this litigation, and much written about in their many pleadings.

The decisions made by Hon. Ginocchio, J., and other decisions or their lack thereof, made by Hon. Michael R. Sheldon at

the Waterbury Complex Litigation Docket with regard to the other related cases, consistently denied Appellants' of their constitutional rights of access to the courts and due process of law as guaranteed to them under the First and Fourteenth Amendments. Over time a vicious circle was established that began with the Appellant corporations' inability to secure zealous legal counsel to represent their interests; the Courts turning a deaf and defiant ear to their hardship; and ended with C.G.S.A. 51-88 (Section 7 annotated) disallowing the Plaintiff-Appellant, Yvonne Liebel to represent the corporations she founded, in the alternative. This vicious circle left the corporations without any representation whatsoever, subject to dismissal and default of their claims by opposing counsel and the Courts.

Court decisions that deny these Appellants said constitutional rights are not new to them. In July 2001, they filed a Petition for Writ of Certiorari in the United States Supreme Court citing violations of these rights. Although Cert was denied, the Appellants' cases were transferred in September 2001 from the Stamford Superior Court Complex Litigation Docket, under Hon. Tierney J., where said rights were violated. This was a favorable action by the Connecticut Courts for this pro se Petitioner-Appellant, and the corporations under her care.

Specific Facts:

On March 20, 2002, the Appellants commenced a Consolidated Appeal of all above captioned matters to the Supreme Court by faxing a single Appeal-Civil form to the Waterbury Superior Court Complex Litigation Docket; the Danbury Superior Court Housing; and to the Appellate/Supreme Court, appealing lower courts' decisions dated March 12 and 18, 2002. Appellants Express Mailed to the Waterbury Complex Litigation Docket a filing fee and original forms for the Clerk's Office and for returned certified to the Appellant for filing with the Supreme/Appellate Court. The consolidated appeal form and check were returned by

the Court in the Express Mail envelope provided by Appellants, requesting separate appeals and fees as the cases were not consolidated in the lower Courts. On March 24, 2002, the Appellants faxed and Express Mailed separate originals of Corrected/Amended appeal forms and fees with additional originals to be certified and mailed back to Appellants for filing in another self addressed Express Mail envelope. The Danbury Superior Court mailed back the additional originals certified. Appellants waited for the certified additional originals from Waterbury. On March 29, 2002 the Appellants received the package but it was not filing worthy as described in a letter dated April 4, 2002, marked urgent, to Chief Clerk Goth, returning the documents back to Waterbury. On April 4, 2002 Appellants received a call from the Appellate/Supreme Court informing them that the lower Courts Clerks had faxed their Court the appeal forms and that the Chief Justice therefore would rule on said appeals based only on these preliminary forms and without having the required set of documents pursuant to Section 52-265a. Although the Appellants were in daily communications with Clerks and Officers of all Courts with regard to this appeal and although they all knew that Appellants are filing pro se, they all failed to inform Appellants of their faxing of incomplete documents and failed to inform Appellants of C.G.S.A. 52-265a requirement to file complete set of documents within 14 days of the lower Court's decision, or March 26, 2002. On April 4, 2002 Appellants wrote a letter to Supreme/Appellate Chief Clerk Drumm, protesting this conduct.

Legal Grounds:

Notwithstanding that Appellants were deprived of their opportunity to submit their documents under C.G.S.A. Section 52-265a by the Clerks of the Courts, and therefore have been denied their right to direct appeal to the Supreme Court under that section, Pursuant to Section 61-1 of Rules of Appellate Procedure, an appeal to the Supreme Court is purely a statutory right. Thus by statute, pursuant to C.G.S.A. Section 51-199 an appeal to the Supreme Court

can be taken in certain instances listed as (1) through (11). In their timely filed Appeal-Civil Form, Appellants listed questions of law applicable not only to subsection (9) or C.G.S.A. section 52-265a but also applicable to subsection (11). Pursuant to Subsection (11), the Supreme Court will accept "any other matter provided by law" not included under Subsections (1) through (10), allowing the Supreme Court wide latitude in acceptance of cases.

In Conclusion:

For the forgoing reasons, the appellants in the above captioned matters respectfully request that this Court reconsiders the decisions rendered on April 5, 2002, and return the cases to the Supreme Court for direct appeal under subsection (11) of C.G.S.A. Section 51-199, or in the alternative, for the good cause shown, allow the Appellants the 14 days to submit complete set of documents pursuant to C.G.S.A. Section 52-265a requirements.

THE APPELLANTS, Yvonne Liebel; The Alliance Foundation, Inc.; Alliance Capital, Inc.; Alliance International Development Corp.; DTL-USA, Inc.; General Homes, Inc.

By:/S/Yvonne Liebel, pro se
8913 Olimpic Blvd. P.O.Box 1153
Beverly Hills, CA 90211 Ridgefield, CT 06877
Tel: 310-657-2771/ Fax: 310-657-2731/Cell: 310-435-0769

ORDER

The forgoing motion having been heard, it is hereby ordered:

Granted/Denied

The Court

_____

CERTIFICATION

I hereby certify that a copy of the forgoing was mailed to all parties listed on the attached Certification page.

/S/_____
Yvonne Liebel

CERTIFICATION: Standard form

THE ALLIANCE FOUNDATION, INC.

P.O. Box 1153
Ridgefield, Connecticut 06877

8913 Olimpic Blvd. Suite 101
Beverly Hills, California 90211

Tel: 310-657-2772 Fax: 310-2731 Cell: 310-435-0769

April 14, 2002

SUPREME/APPELLATE COURT
Chief Clerk of the Court
Francis J. Drumm, Jr.
231 Capitol Avenue, Drawer Z, Station A
Hartford, CT 06106

By Fax: (860) 757-2217 (14 pages with certification and cover) and by FedEx

Re: The Alliance Foundation, Inc. et al. v. Eugene Grant, et al No. S.C.16722; Eugene Grant v. The Alliance Foundation, Inc. No. S.C. 16723; Eugene Grant v. Alliance Capital, Inc. No. S.C. 16721; Eugene Grant v. Alliance Capital, Inc. No. S.C 16719; DTL-USA, Inc. and Yvonne Liebel v. Ridgefield Bank No. S.C. 16717; Visiting Nurse Assoc. Ridgefield, Inc. v. The Alliance Foundation, Inc. No.S.C

16718; Visiting Nurse Assoc. Ridgefield, Inc. v. The Alliance Foundation, Inc. No. A.C.22832

Dear Mr. Drumm:

Enclosed please find an original plus fifteen (15) copies of Motions for Stay of Proceedings and Motions for Consolidation with Memoranda of Law for each of the above cases.

Thank you for your time and attention to this matter.

Very truly yours,
/S/Yvonne Liebel,
Founder/CEO and representative of:
The Alliance Foundation, Inc.; Alliance Capital, Inc.; General Homes, Inc.;DTL-USA, Inc.

Cc: per enclosed certification

APPENDIX D12

Docket No. SP02-10636-S
A.C 22893/A.C. 22832/S.C. 16718

VISITING NURSE ASSOCIATION OF RIDGEFIELD, INC.	**: SUPERIOR COURT** **: G.A.3 - HOUSING SESSION** **: AT DANBURY**
VS.	**:**
THE ALLIANCE FOUNDATION, INC.	**: APRIL 22, 2002**

DEFENDANT'S PROTEST AGAINST EVICTION TRIAL HEARING ON 4/22/02, CONDUCTED BY HON. GINOCCIO, J., AND REPRESENTED BY ATTORNEY JOHN WILLIAMS, AS UNCONSTITUTIONAL

The Defendant, The Alliance Foundation, Inc., its founder and CEO, Yvonne Liebel and its related corporations: Alliance Capital, Inc.; Alliance International Development Corp.; DTL-USA, Inc.; and General Homes, Inc. (the "Alliance Entities") hereby respectfully protest against the above captioned hearing in this fraudulent, malicious, and vexatious eviction brought by the Visiting Nurse Association of Ridgefield, Inc. (the "VNA") through its officers and directors: Helena Nicholas; Thomas Reynolds of Reynolds and Rowella; and Joyce Ligi and Gary Smith of Ridgefield Bank. Thomas Reynolds is also a board member of the Ridgefield Bank.

This unlawful eviction was brought by the VNA for non-payment of rent for the 4 months of Sept through December 2001 (See Exhibit A, Notice to Quit, dated December 10, 2001), which rent was paid by Yvonne Liebel on behalf of the Alliance Entities (See Exhibit B, Manufacturers Bank check for $1000.00 dated October 5, 2001), per oral and written amended agreements made on 8/22/02 between Helena Nicholas, the VNA's president, and Yvonne Liebel, the Alliance Entities' founder and CEO (See Exhibit C, amended agreement letter, dated August 22, 2002) as more specifically described below.

On August 22, 2001, Yvonne Liebel, and Helena Nicholas, met at Ms. Nicholas office and agreed to temporarily amend downward the Alliance Entities' rent payments from $2400.00 per month to $250.00 per month until Ms. Liebel secured a loan from Washington Mutual, her mortgage lender, at which time she would bring the Foundation current on its rent. They also agreed to temporarily extend the lease by one year, during which time they

would review the overall situation with the 2 pending lawsuits against the VNA's officers and board members: the Ridgefield Bank and Reynolds and Rowella, LLP, who irreparably harmed their clients of approx. 10 years, the Alliance Entities, through their conduct as their financial and accounting firms. Ms. Liebel informed, both Ms. Nicholas and her Assistant, Roberta Thomas, that she was going to spend a couple of months in California with her father who had suffered a stroke. Ms. Liebel provided Ms. Nicholas and Ms. Thomas her address and phone numbers in California. Per their agreement, later, Ms. Liebel stopped at Ms. Nicholas' office, to give her the good-faith personal check for $5000.00 and a letter confirming their agreement but Ms. Nicholas was not at her office. Her Assistant received the check on her behalf and noted it on the letter agreement (See Exhibit C). In late September Ms. Nicholas's assistant called Ms. Liebel in California to remind her of the rent check. Ms. Liebel asked the Assistant to confirm with Ms. Nicholas that the rent she should pay was still in accordance with the letter of agreement. The assistant called back the following day with a confirmation. In October, Ms. Liebel sent a personal check for $1000.00 covering the rent for the months of September through December 2001 (See Exhibit B). Both the $5,000.00 and the $1,000.00 checks were cashed by the VNA (See Exhibit D, a copy of the $5,000 check and exhibit E, Manufacturers Bank's statement showing the cashing of the rent check.)

On December 27, 2001, Ms. Liebel temporarily returned to Ridgefield to assist her son to organize for a new university semester out-of-state. To her shock and disbelief she discovered on her residence' door the Notice To Quit by the VNA, for non-payment of rent for the months of September through December 2001. No one from the VNA contacted her in California prior to the Notice. Ms. Liebel called Ms. Nicholas and asked her to withdraw the Notice to Quit, otherwise she would be forced to defend the Alliance Entities and drag the VNA and Ms. Nicholas into the more expanded lawsuit against her officers and directors (more specifically described below), but Ms. Nicholas refused to withdraw

the eviction, claiming the VNA needed the rent, and arrogantly referred to this nation's due process rights that will determine a just conclusion to this dispute.

Brief legal History about the pending lawsuits against VNA's officers and Directors:

The "Alliance Entities" initiated two Summons and Complaints in early 2000 in the Danbury Superior Court. The first against the Ridgefield Bank, and the second against Eugene Grant, Robert Nagro, and Richard Solomon. Later that year Hon. Radcliff, J. and Hon. Hiller, J. based on evidence and testimony cited in the following new party defendants in the second lawsuit: Ridgefield Bank; Weil, Gotshal and Manges, LLP; David Stone; Mark Hoenig; Bridge to Brotherhood, Inc.; Ira Millstein; and Marvin Jacob. In their Third Amended Complaint filed on October 24, 2000, the Appellants also included the CPA firm of Reynolds and Rowella, LLP of Ridgefield, CT and PricewaterhouseCoopers, LLP. The main cause of action was and remains a conspiracy to destroy a business, out of which numerous causes of action were cited against the defendants (See Exhibit F, a sworn Affidavit by Thomas Reynolds, dated April 28, 2000, about his firm's unlawful conduct which almost single handedly destroyed the Alliance Entities and Exhibit G, a fax to Mr. Reynolds dated November 4, 1996 by the Alliance Entities new CFO, Ms. Carolyn Cutler, acknowledging Mr. Reynolds participation in the conspiracy'; Exhibit G, the Complaint and exhibits filed by the Alliance Entities against the Ridgefield Bank, dated February 16, 2000; Exhibit H, the Conspiracy Memo written by Defendant Robert Nagro, VP Operations of the Alliance Entities and a client of Ridgefield Bank, dated January 18, 1996; Exhibit I, a sworn affidavit by Ms. Nancy Keller, the Alliance Entities' VP Administration, dated September 9, 2000, describing the scope and breadth of the conspiracy to destroy the Alliance Entities and the Nagro-Reynolds alliance; Exhibit J, Ms. Keller's sworn affidavits dated August 6, 1998, January 16, 1999, Sept 2, 1998, and May 6, 2000 concerning unlawful financial manipulations, theft in

the Alliance Entities' offices, and Weil, Gotshal and Manges LLP's et al's involvement with PricewaterhouseCoopers in the destruction of the Alliance Entities; Exhibit K, The Indictment of Richard Solomon (the Alliance Entities' treasurer brought on board by the Defendants) by the United States Government for securities fraud, tax evasion and defrauding the U.S. Government, dated December 18, 1998, and a New York Times article dated February 26, 1998 about the SEC's illegal trading and securities fraud charges; Exhibit L, the attempt to bail out of the Alliance Entities by its former Chairman, Eugene M. Grant, following the Alliance Entities' destruction and the unlawful establishment of a new charity by the Defendants, Bridge to Brotherhood, Inc., into which the Alliance Entities' assets were transferred, dated July 25, 1997; Exhibit M, The Alliance Entities Mission Statement, its work and achievements as described in numerous documents and local and international publications (all the above exhibits were submitted to Superior and Appellate/Supreme Courts on numerous occasions including on April 12 and 15, 2002).

The morning after the Third Amended Complaint was filed, naming Reynolds and Rowella, LLP as Defendant in the main lawsuit, on October 25, 2000, the Alliance Entities' offices were broken into and flooded, specifically their accounting/financial office (See Exhibit N, a recount of that morning's events by the investigator for Discreet Investigations, as described in the Petition for Writ of Certiorari, to the united States Supreme Court filed by Yvonne liebel in July of 2001). Plaintiff, Yvonne Liebel was called by the landlord to open the office due to water damage below. The Alliance Entities have been subleasing second floor space from the Visiting Nurse Association of Ridgefield, Inc. (VNA) since 1996, for which they initially spent substantial funds on space improvements. The VNA has control over a sophisticated security system of entire space. Following the break in, the Alliance entities seldom used their offices. Up to that time, The Alliance Entities were always current on their rent. As a result of Ridgefield Bank and Reynolds and Rowella's unlawful conduct, more specifically described in the

two complaints, the Alliance Entities have been irreparably harmed to a point were these vibrant entities in 1996 were broken down in 2001 unable to pay their rent and switched from devoting their time to their charitable mission to pursuing this expanded litigation. This unlawful eviction is just one more act in advancing the goals of the conspiracy to destroy the Alliance Entities and get them out of the Ridgefield-Danbury area so they could not witness the illegal use of their assets by the Defendants, so called a Plaintiff in this fraudulent eviction.

Unconstitutional Court Proceedings in the April 22, 2002 trial hearings

In the course of this new and unlawful Summary Process eviction, numerous pleadings that were filed by the Alliance Entities were denied, including a Motion filed by Yvonne Liebel, to represent The Alliance Foundation, Inc.; her Motion to be added as a New Party Defendant to defend her interests and the Foundation's interests in the lawsuit; A Motion to File a Third Party Complaint against Officers Nicholas, Ligi, and Reynolds; a Motion to Consolidate these actions that stemmed from the same fact pattern and shared common parties; a Motion for Stay of Execution following the filing of the appeal; and a Motion to Withdraw Appearance filed by The Alliance Foundation, Inc.'s new counsel, Attorney John Williams, following his dismissal by Ms. Liebel on March 13, 2002. Further, Hon. Ginocchio, J. who consistently denied the Alliance Entities' motions also issued an Order to hold a trial hearing in this case on April 22, 2002, at 2:00 p.m., insisting that Attorney Williams who was dismissed by this client for misrepresentation and the withholding of information and who filed unethical Motion to Withdraw on the basis of P.B. Section 3-10 applicable to a resigning attorney and not on the basis of Section 3-9, on the basis of a dismissed attorney, represent the Alliance Entities in the trial. Hon. Ginocchio, J. was informed on several occasions about the dismissal and the Alliance Entities forbidding Attorney Williams from representing them in any hearings, yet the Court

insisted on this Attorney's representation contrary to rules of court and adverse to the Alliance Entities constitutional rights and interests. Since that decision was rendered on March 25, 2002, the Alliance Entities tried unsuccessfully to secure new counsel for their cases, a severe and continuous problem which they have encountered from the outset of this litigation, and which was written about in their many pleadings.

Hon. Ginocchio's consistent denials in favor of the Plaintiff in the above captioned matter, the VNA, were designed to silence the Alliance Entities by depriving them of fair representation that violated their constitutional rights of access to the courts and due process of law afforded to them under the First and Fourteenth Amendments of the United States Constitution. Further, ignoring the evidence of their rents paid and forcing them to work with an attorney that not only misrepresented to them and/or withheld information but also charged this charitable entity outrageous legal fees for this Summary Process Eviction, is an abuse of judicial power and these Alliance Entities have lost all confidence in this Court's ability to judge fairly in this matter.

Yvonne Liebel's appeals to Ginochio, J. and to the Appellate/Supreme Courts to stay proceedings in this matter were denied and/or dismissed, further sanctioning this Court's actions.

Wherefore, without a true and zealous attorney for the Defendant, The Alliance Entities and with a Judge who is clearly bias for the Plaintiffs, the trial hearing in this unlawful eviction is defective and the Defendant, The Alliance Foundation, Inc. through its true representative, Yvonne Liebel shall not participate in such legal proceeding which will further sanction this Court's conduct. Until such time that the State of Connecticut Judicial System is able to produce a single honest and zealous attorney for this case(s), any Court proceedings are deemed defective by the Alliance Entities and will continue to deprive them of their constitutional rights and their rights in accordance with Connecticut laws more specifically

described in P.B. Section **"Client-Lawyer relationships"** Rule 1.2 **"Legal representation should not be denied to people who are unable to afford legal services, or his cause is controversial or the subject of popular disapproval."** The mere filing of an Appearance Form by an attorney does not guarantee the client a fair representation. Further, although the law seems to insist on an attorney to represent a corporation, an attorney who will harm his client through misrepresentation and the withholding of information is not an acceptable substitute to an officer of the corporation who is not an attorney but has a full understanding of the subject matter, a reasonable understanding of the law and the desire to obtain such understanding and the corporation's true interest at heart. The vicious circle that has been established in this matter where the Alliance Entities' corporations are unable to secure zealous legal counsel to represent their interests due to severe interference with their counsel by the opposing parties, as more precisely described in the "Alliance Attorney Saga" and the Courts turning a deaf and defiant ear to the Alliance Entities' hardships and to their many requests to intervene; and C.G.S.A. 51-88 (Section 7 annotated) disallowing the Plaintiff-Appellant, Yvonne Liebel to represent the corporations she founded, in the alternative; leaves the corporations without any representation whatsoever, subject to dismissal and default of their claims by opposing counsel and the Courts. This vicious circle is considered by the Alliance Entities unconstitutional and must be also considered as such by the Connecticut Courts.

In Conclusion:

The Alliance Entities would consider fair adjudication in this matter to allow them to continue possession of these premises, rent free, until all related actions have been resolved. Further, a personal note to the Defendants in the expanded litigation in response to their criticism of the Alliance Entities for speaking out about their constitutional rights and accusing them of disrespect to the judicial system: "The Alliance Entities have the utmost respect and love for

is country and for its judicial system in spite of the enormous betrayal, losses and ffering they endured in the past 5 years and continue to endure resulting from the efendants' conduct. Not to speak out is contrary to this nation's democratic principle nd to the supreme responsibility that rests with each one of us to defend these rinciples not only for ourselves but for future generations."

HE DEFENDANT, THE ALLIANCE FOUNDATION, INC.

BY_____

Yvonne Liebel, its Founder, CEO and representative;
Also representative of all Alliance Entities.
Address (1): P.O. Box 1153, Ridgefield CT 06877
Address (2): 8913 Olimpic Blvd. Beverly Hills, CA 90211
Tel: 310-657-2771 Fax: 310-657-2731 Cell: 310-435-0769

CERTIFICATION: Standard form.

BEST AVAILABLE COPY